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GENERAL HEADINGS.

Cases Reported this Week.

Current Topics.

The Late Mr. Samuel Garrett.

MR. SAMUEL GARRETT, who died last Sunday, was, until his retirement from practice two years ago, one of the most influential and respected members of the profession, both in London and with the general body of solicitors. Starting with the advantage of a successful university career, he joined, in 1879, the late Sir HENRY PARKER in partnership, and on Sir HENRY'S death in 1894, he became senior partner in the firm. In that position he was the trusted adviser of a wide circle of shipowners and other leading men of business in the City, but he was not so immersed in the details of practice as to be unable to assist in the affairs of his profession. He became a member of the Council of The Law Society in 1907, and at the Bristol meeting in 1910 he read a paper on "The Codification of English Law," which showed some of the disadvantages which attend codification. Mr. GARRETT, indeed, as his success in business testifies, was himself eminently practical, and he was not slow to call attention to the dangers of over-hasty statement of the law. In particular, he found fault with some of the provisions of the Marine Insurance Act, 1906. So, too, his desire for the establishment of a Ministry of Justice was based on practical considerations, and he made this the subject of his address delivered as President of The Law Society at the special meeting in January, 1918. And he was, as is still fresh in recollection, a faithful critic of the Public Trustee's Office. Mr. GARRETT well maintained the high standard of the profession in the City of London, and there are perhaps few who have so completely won—and deserved—the good opinion and confidence both of their clients and of their colleagues.

The Judicature and Administration of Justice Bills.

THE LORD CHANCELLOR has introduced in the House of Lords the Supreme Court of Judicature (Consolidation) Bill and the Administration of Justice Bill, but the printed Bills are available only as we go to press and we cannot make more than a brief

reference to them. The former purports to be a pure measure of consolidation. It is, according to the prefatory Memorandum, intended to reproduce without alteration the provisions of the Supreme Court of Judicature Acts, 1873 to 1910, and certain other enactments relating to the Supreme Court of Judicature in England. It contains the familiar rule as to the prevalence of equity (clause 50), and it provides again for the meeting of a Council of the Judges at least once a year "for the purpose of considering the operation of this Act and of any rules of Court," and of examining into the working of the several offices, and of defects in procedure or the administration of the law, with the duty of reporting to a Secretary of State (clause 171). The clauses of the Administration of Justice Bill to which the prefatory Memorandum directs special attention are clause 1, which is intended to enable effect to be given to the Report of Mr. Justice SWIFT's Committee on the arrangement of circuit business. The clause does not authorize the permanent abolition of any assize town, but merely the suspension of assizes from time to time as occasion requires. And clause 2, which defines again the right to trial by jury in the High Court, and, in the main, reproduces the position as it was before the war, subject to the exception that trial without a jury may be ordered by the Court if in the opinion of the Court "the cause is more fit to be tried without a jury"; but an absolute right to trial with a jury is preserved in certain cases. There are several clauses dealing with qualifications for appointment to the more important offices in the Supreme Court, and the tenure of office, and clause 11 simplifies and generalizes the power of making rules for the Supreme Court. The giving of administration bonds to the Crown, introduced by the Administration of Justice Act, 1920, is to be abolished, and the bond will be given to the principal probate registrar.

Reports of Divorce Cases.

WE REFERRED recently (*ante*, p. 375) to the question of the publication of reports of divorce cases, and to the *non-possumus* attitude which had been adopted by the Government. We also called attention to the Report of the late Lord GORELL's Commission, and to the efforts to deal with the matter many years ago by Lord FINLAY, and to Lord ALVERSTONE's strongly expressed opinion that the publication of details of divorce cases was "a public evil." The discussion in the House of Lords on Tuesday, initiated by Lord BALFOUR OF BURLEIGH—a name which we are glad to see once more prominent in that House where his father did so much useful work—shows that the matter is not to be allowed to drop, and the Lord Chancellor, finding opinion in the House unanimous in favour of restriction, intimated that it might be wise to sound opinion in the House of Commons, and that would be done by the Bill to be introduced by Sir EVELYN CECIL. Reference was made in the debate to s. 3 of the Law of Libel Amendment Act, 1888, which protects newspaper reports, but subject to an exception of "blasphemous or indecent matter," and to a case—*The Queen* v. *Hicklin*, L.R. 3 Q.B., p. 371—in which Lord COCKBURN, C.J., laid down as the test of obscenity—"whether the tendency of the matter charged as obscenity is to deprave and corrupt those whose minds are open to such immoral influences and into whose hands a publication of this sort might fall." Lord BALFOUR OF BURLEIGH's suggestion was that the existing law was strong enough if effectively applied. But this would mean the prosecution of a large part of the Daily Press—the recognized exceptions appear to be the *Morning Post* and *Daily Herald*—and it was generally admitted that only the prohibition of reports of the details of the cases in question can be effective.

The Abandonment of "Silk."

THE *Times* of the 25th inst. quotes a paragraph from the *London Gazette* which intimates that Mr. JOHN HENRY LAYTON has applied for and has been granted the revocation of the letters patent under the Great Seal appointing him a King's Counsel last year. The object of Mr. LAYTON'S application, our contemporary goes on to explain, is to enable Mr. LAYTON to qualify for admission as a solicitor; of course, this he can now do by getting himself disbarred on his own application, and by satisfying the conditions, including passing of the Solicitors' Final Examination, on which the Law Society accept ex-barristers for admission on the Solicitors' Roll. Mr. LAYTON'S father and brother, both solicitors in old-established practice at Liverpool, have, it appears, recently died, and our contemporary understands that Mr. LAYTON wishes to assume the family practice in their place. Since the ex-silk had a very considerable amount of work at the Bar, his decision has naturally occasioned a good deal of interest and some surprise. It is quite unique, of course, but there seems no reason why it should not become fairly common in the future, as interchange between the two branches of the legal profession is now fairly frequent at all periods of a lawyer's life. Incidentally, the case supplies a precedent for a barrister who has taken silk returning to the Outer Bar by abandoning his letters of patent, should he so desire. All this shows the modern tendency towards growing flexibility within the ranks of the legal profession: the rigid rules of professional caste are inevitably decaying in a progressive age.

Sweden and the Rent Restriction Act.

A PROPHET, as we all know, is never honoured in his own country. Whether the Rent Restriction Act possesses the prophetic mantle or not, we cannot say, but it certainly has not won the unswerving admiration of English legal practitioners. Curiously enough, however, it seems to be regarded in some quarters abroad with the reverence which we fail to pay it. The Swedish Government, which has a very sweeping programme of democratic and state-socialistic projects in hand, has just instructed an eminent Swedish jurist, Dr. VILHELM LUNDSTEDT, Professor of Civil Law in the University of Upsala, to visit this country for the purpose of collecting information as to the working of this and other machinery for the protection of tenants in England. The English Emergency Legislation on this point, enacted early in 1915, was the first in the field; some continental states, neutral or combatant in the Great War, have followed this precedent, and others are thinking of doing so. Englishmen are so accustomed to regard themselves, and to be regarded by others, as crusty conservatives in all matters of social reform, that it is pleasant to find instances accumulating which show us to be quite daring legislative innovators. Our Judicature Act, 1873, for example, is regarded as quite a revolution in the United States. Most continental states, too, are now copying step by step our Married Women's Property Acts.

The Hague Rules, 1922.

THE CARRIAGE of Goods by Sea Bill, which was read a second time in the House of Lords on the 19th inst., is an attempt to adjust the questions which have for a long time been at issue between shipowners and shippers of goods with respect to the liability of the former. Originally the bill of lading was a simple document and was given as a receipt for the goods, and on being forwarded to the consignee was evidence of his title to delivery. But this left the shipowner subject to the onerous liability which the law imposed on carriers of goods, and the practice grew up of introducing into the bill of lading exceptions which largely limited the shipowner's liability. At first it was simply, "the dangers of the sea excepted," but as the responsibilities and difficulties increased with the growth in size of ships, and the great variety of goods which the same ship often had to carry, and the employment of agents and workmen for loading and discharging, who were not under the control of the shipowner, the shipowner sought to limit his liability by increasing the list of exceptions. As Sir NORMAN HILL said at the Hague Conference of the International Law Association in 1921, by strengthening the negligence clauses, the shipowner aimed at relieving himself from all financial responsibility resulting from loss or damage sustained during the carriage of the goods.

This process was viewed with alarm by shippers; but the law of England and also of France and some other countries placed no restriction on freedom of contract in this matter, and practically shippers had to accept the shipowner's terms. But in the United States this freedom was narrowed by judicial decisions, and statutory restriction on the insertion of exception clauses was introduced in 1893 by the Harter Act, and similar legislation has been passed by Australia, New Zealand and Canada. The matter was the subject of inquiry by the Imperial Shipping Committee, 1920-21, and also by the Maritime Law Committee of the International Law Association, and the result was the Hague Rules of 1921, of which a useful and interesting account is contained in Mr. SANFORD D. COLE'S "The Hague Rules 1921 Explained" (Effingham Wilson). These were revised by the International Maritime Committee in 1922, and the International Conference on Maritime Law which was held at Brussels in October of that year formally approved a set of Rules as a basis for International legislation. The object of the present Bill is to give statutory effect to these Rules so far as Great Britain and Northern Ireland are concerned.

The Carriage of Goods by Sea Bill.

THE BILL accordingly adopts the simple plan of setting out in a schedule the provisions of the Convention in a series of Eight Articles, and giving statutory effect thereto in the body of the Act. This requires only four short clauses, the first of which is the operative enacting clause; the second an interpretation clause declaring that the Rules do not imply an absolute undertaking to provide a seaworthy ship on the part of the carrier; while the third and fourth clauses provide penalties for infringement, and provide the necessary saving clauses for existing enactments and contracts. The second or declaratory clause is rather interesting: at the Brussels Conference the Master of the Rolls and the President declined to express an opinion as to whether or not the terms of the Convention imported the result now secured by this declaratory interpolation. The Eight Articles (1) define "Carrier," "Contract of carriage," "Goods," "Ship," "Carriage of goods"; (2) contain provisions as to the bearing of risks; (3) the respective responsibilities and liabilities of carrier and shipper; (4) preserve certain immunities for the carrier and the owner of the ship in respect of a large number of possible sources of loss; (5) surrender certain other immunities of the ship; and (6) contain rules as to special conditions; (7) the limitation of liability; and (8) certain limits on the application of the Articles. Each of these eight matters raises many specific issues which cannot be discussed here. An interesting explanation of the Bill was given by Lord CAVE in the Second Reading Debate, and the Bill was accepted by the House of Lords, though not without expression of a natural regret that it should be necessary to interfere with freedom of contract, and Lord SUMNER hoped that before the Rules were brought into force matters would have been carried so far in concert with foreign powers and the Dominions that there might be expectation of the full object of the proposed legislation being attained.

Betting by Cheque.

WE CAN ONLY note briefly the important decision of *Henshall* v. *Porter*, *Times*, 20th inst., where MCCARDIE, J., delivered a very complete and useful judgment summarizing the legal position under the recent Gaming Act, 1922. It is unnecessary to say that the statute in question, consisting of two short sections, was passed for the avowed purpose of putting an end to the extraordinary difficulties facing trustees and others as the result of the decision in *Sutters* v. *Briggs*, 1922, 1 A.C. 1, that the betting loser who has paid his losses by cheque can always recover the sums so paid from the payee provided he commences proceedings within the statutory period of limitation. The result of this was to impose on persons winding up the estate of a deceased or an insolvent person the duty of enquiring into all cheques given by them within the six previous years in order to ascertain whether or not any such cheque was given for settlement of a betting debt; if it was so given, then the sum so paid became a "debt" due to the payer and therefore part of his assets which the administrator thereof must endeavour to collect; obviously a most harassing position. Unfortunately the amending Act of 1922 was drafted in such terms as to leave the situation wholly ambiguous: it was not clear whether the new Act—(1) prevented the giver of the cheque from recovering from the payee after the commencement of the Act, whether or not he had already initiated legal proceedings to recover; or (2) prevented him from recovering if he had not initiated legal proceedings, but not if he had; or (3) prevented him from recovering only in the case of future cheques given after the commencement of the statute; but allowed him to recover in the case of all cheques given before the passing of the Act, provided the proceedings were commenced within the statutory period of limitation. A number of conflicting decisions have been given by different judges, but in *Bowling* v. *Camp*, *ante*, p. 114, it was authoritatively decided that the statute must not be given retrospective effect; that view was affirmed by the Court of Appeal in *Beadling* v. *Goll*, *ante*, p. 298. The loser's right to recover against the winner sums he has paid the latter by cheque is expressly declared to be a "debt" under s. 2 of the Gaming Act of 1835. A "debt" is not an inchoate right of action, like a claim for unliquidated damages in tort or *assumpsit* which remain to be assessed by the court; it is a fixed and certain claim to a definite sum of money. Such a right is a "vested right," and the usual principle applies that "vested rights" cannot be deemed to be taken away by an Act of Parliament unless the Act expressly and unequivocably says that they are taken away: *Smithies* v. *National Association of Master Plasterers*, 1909, 1 K.B. 310. Following the decision in *Beadling* v. *Goll*, *supra*, and applying the principle just explained, Mr. Justice MCCARDIE has held in *Henshall* v. *Porter*, *supra*, that sums paid in respect of cheques given for betting losses in 1919 may be recovered even when the claim is first made by a writ issued so recently as 3rd February, 1923, six months or thereabouts after the Gaming Act of 1922 came into law, which was on 20th July, 1922.

Legal Remedies of Married Women.

NOW THAT the rights of women in this country are perhaps as nearly approximated to those of men as is at all possible, it is not surprising that DARLING, J., had no difficulty in deciding that an action brought by a married woman against an unmarried woman for enticing away her husband was just as maintainable as one by a husband for the enticement away of his wife (see *Gray* v. *Gee*, *Times*, 21st inst.) His Lordship held that the action was maintainable on the ground that all obstruction had been removed by the Married Woman's Property Act, 1882, the remedy having been thereby made available through power being given under that statute to a married woman to sue in her own name and for her own benefit. He also pointed out that the present form of action had been allowed in Canada and in the United States, and said that although he was not bound by those decisions, they laid down what was the old law of England. The changed attitude towards women which has developed within the last ten years should not be mistakenly attributed to any deterioration in the qualities of the opposite sex, but to a recognition on the part of the latter that women have shown themselves capable of rendering substantial public service to the country. An instructive example of this change of attitude may be derived from a perusal of the case of *Bebb* v. *Law Society*, 1914, 1 Ch. 286, where, in proceedings instituted with a view to obtaining a decision on the rights of women to admission as solicitors, a wide range of authorities dealing with their position in the State was subjected to review.

Breaches of Contract in respect of Cattle Food.

SEVERAL CASES have been before the Courts recently as a result of the purchase by certain farmers of what purported to be African copra cake: see *British Oil and Cake Co. Ltd.*

v. *J. Burstall & Co.*, *Times*, 19th inst. The cake in question, for some unexplained reason, contained a large percentage of castor bean, and, in consequence of the illness suffered by the cattle to which the cake was given, damages for breach of contract were claimed and recovered by the purchasers. Reference was, in the course of the proceedings, made to *Pinnock Bros.* v. *Lewis & Peat*, reported elsewhere. In the present case it was decided that the article supplied was not the article contracted for. In *Pinnock Bros.* v. *Lewis & Peat*, a similar conclusion was arrived at, it being there held that the copra cake sold could not properly be described as copra cake at all, and that, as the "defect" could not cover a case where the article sold was not the article contracted for, the defendants were not protected by a clause in the contract stating that the goods were not warranted free from latent defects which would not be apparent upon a reasonable examination. In connection with both these cases the cakes passed through the hands of a chain of purchasers, and to the layman it seems somewhat strange that their appearance should not have aroused the suspicion of experts at an earlier stage. However, "the proof of the pudding is in the eating," and it was left to the cattle themselves to draw attention to the fact that the goods were not those contracted for. A contretemps of this nature will, on account of the serious inconvenience caused, probably put purchasers of goods of this kind very much on their guard against accepting and disposing of them in future without meticulous scrutiny and analysis. It is satisfactory, however, to note, that the original purchasers were held to be entitled to recover not only all the damages claimed, but also the compensation payable by them to the subsequent purchasers.

The Legality of Betting in a Club.

It is well known that under s. 1 of the Betting Act, 1853, as interpreted in the very famous leading case of *Powell* v. *Kempton Park*, 1899, A.C., 143, a person may be convicted of using a "place" for the purpose of betting with persons resorting thereto, if he has such "dominion and control" over the place as to put him in a different position from other persons resorting thereto. Thus no offence is committed by A, B, C, or D, members of a club, if they make bets there with one another; no offence is committed by A if he resorts to the club for the purpose of betting with other members, but has no facilities for doing so. But an offence is committed by either (1) the officers of the club, or (2) the steward, or (3) any private person A if the latter resorts to it for this purpose with the assent of the officers or managers of the club, and has some special place reserved to him for this purpose: *Downes* v. *Johnson*, 1895, 2 Q.B. 203; *Jackson* v. *Roth*, 1919, 1 K.B. 102. It is necessary, however, to prove something in the nature of (1) a special opportunity to carry on betting, and (2) assent of the persons in authority over the club, before A can be convicted under the section. This view of the statute has just been reaffirmed by the Divisional Court on a case stated in *Bennett* v. *Woodward and others*, *Times*, 20th inst. Here the Justices of Birmingham had dismissed, subject to the case stated, an information against a member and the steward of a club, charging an offence under s. 1. The Bench found (1) that no particular parts of the club had been set apart for betting; (2) that no special facilities had been provided by the club; and (3) that the club was *bonâ fide* conducted as a social, not a betting, club. On these findings of fact the Divisional Court held that there could not be a conviction under the statute: no doubt a correct decision.

At Bow-street Police Court, on the 18th inst., before Mr. Graham Campbell, Walter Smith, 60, stage door-keeper at the Princes Theatre, Shaftesbury-avenue, was fined 40 guineas and 10 guineas costs, on a charge of conducting a "betting house." He pleaded "Guilty." Six other men, who were arrested while delivering bets to him at the theatre, were bound over not to frequent betting houses for twelve months. Mr. Herbert Muskett, for the police, said that special observation was kept on the stage door of the theatre, and it was found that a large number of persons went there daily with betting slips. When the police raid took place thirty-seven slips were found in Smith's office at the theatre.

The Law of Property Act, 1922.

A Summary of Suggestions.

Leaving for the time Part X of the Act, which contains amendments of the Land Transfer Acts, 1875 and 1897, and is outside the scheme for the reform of private conveyancing, we have, in our recent series of articles, and in the series which we commenced last year on the passing of the Act (66 Sol. J., pp. 643, *et seq.*), touched upon most of the matters of conveyancing interest, and it may be useful now to collect the points on which the Act appears to require amendment in order that it may be put into successful operation. The Act, it will be remembered, has never been intended to take effect in its present form, but only after its various parts have been separated, and consolidated with their cognate statutes—Part II, dealing with amendments of the Settled Land Acts, consolidated with the Settled Land Acts 1882 to 1890, and so on. On 18th March the Attorney-General declined in the House of Commons, *ante*, p. 386, to fix a date for the introduction of the Consolidating Bills, on account of the intricate and technical nature of the subject; but no doubt they are in an advanced stage.

The general scheme of the new system can be quite shortly stated; it is to confine legal estates to the fee simple and to terms of years, and to facilitate dealings for value with these legal estates. Under registration of title the register shows in whom the legal estate is vested. The new system imitates this by requiring that the legal estate shall be vested in an owner with power of disposition, and unless the last title deed is such as to show at a glance who this owner is—as, for instance, where it is a conveyance to an absolute owner or to trustees for sale—there must be a "vesting instrument" which shall conclusively supply the information. For the purpose of leaving the beneficial owner in possession of the legal estate, notwithstanding that he has mortgaged his interest, legal mortgages become mortgages for long terms of years. The restriction of legal estates to the fee simple and to terms of years requires that all other interests should be equitable, and consequently the Statute of Uses, under which an infinity of interests could exist as legal estates, is abolished. All the interests short of a fee simple absolute or a term of years absolute (which includes a term of years liable to cease on the dropping of a life, s. 188 (12)) become equitable interests and take effect by way of trust.

Practitioners who anticipate that after the new system comes into operation there will be a complete change in conveyancing will be agreeably surprised to find themselves mistaken. The familiar words "and to the use of" will disappear, and an "indenture" will become a "conveyance," etc.; but otherwise the form of conveyance by an absolute owner will remain unchanged. And so also, where a conveyance is made by trustees for sale, though a sole trustee, other than a trust corporation, will not be able to receive the purchase money: Sched. IV, para. 3 (2); and where it is made by a personal representative. The change will be more noticed where the land is subject to a mortgage or a settlement. Mortgages in fee simple will become automatically mortgages for long terms subject to a provision for cesser on redemption. Hence on payment off no reconveyance will be required, while, if the mortgagee sells, he can vest the fee simple in the purchaser: Sched. II, para. 5 (1). This will necessitate a little change in the form of conveyances, but the change will not occasion difficulty. So, again, where there is a settlement, the settlement itself (called the trust deed) goes off the title, and the vesting deed will show who is the "estate owner" with the statutory powers of a tenant for life, and who are the trustees to whom the purchase money must be paid. In all these cases there will be the same recitals as now of the title previous to the Act, and after the Act there will, where appropriate, be recitals showing the change in the nature of the mortgage, or the making and effect of the vesting deed.

Thus, title will in future be made, as now, by absolute owners, under trusts for sale, under settlements, by personal

representatives, and by mortgagees. But an attempt has been made to place conveyances on sale on the same footing as transfers on a register so as to enable them to override equitable interests and attach these to the proceeds of sale. This principle is enunciated in s. 3 (1), but the promoters of the Act were afraid to let it have practical effect, and they proceeded to override it by subsequent provisions of the section, though these are expressed in so involved a manner as to be too difficult for practical working. We have frequently pointed out that the section requires re-drafting, and we are waiting to see how the re-drafting will be done. This is a cardinal point in the re-enactment of the statute, and the success of the new system will depend very largely on the form of the substituted provision. It is probably impracticable to give private conveyances the full overriding effect of transfers on a register, but the real principle of s. 3 is that this may be done where the conveyance is under a trust for sale or under a settlement.

In furtherance of this principle, and also with a view to facilitating dealings in land, the Act introduces or allows of the special creation of trusts for sale and settlements where these do not already exist. Thus, land held in undivided shares will be held on trust for sale (*ante*, pp. 362, 380, 398), and the land of an infant will be deemed to be settled land (*ante*, p. 272). And the promoters of the Act have carried this so far as to declare the invalidity of contracts for sale where a title which might be made under a trust for sale or a settlement is agreed to be made otherwise. This is s. 7, and while it may be that the idea of the section is right, it requires, as we have already pointed out (*ante*, p. 478), to be re-drafted so as to make it consistent and readily intelligible. At the same time we think that these parts of it—ss. (1) and (3)—might very well be dropped, and vendors and purchasers left to appreciate without compulsion the superior advantages of titles under trusts for sale and settlements.

We have just mentioned the trust for sale which is to affect land held in undivided shares. Our discussion of the provisions as to the change of title from legal ownership to trust, which is to take place automatically on 1st January, 1925, will be found *ante*, pp. 362, 380, 398. We have pointed out, p. 380, that the plan for preserving certain incumbrances as legal charges on the entirety and attaching others to the proceeds of sale may have the effect of altering the priority of incumbrances, and this should be prevented. Perhaps it might be done by introducing a clause specially saving existing priorities; *ante*, p. 381. And Sched. III, para. 2 (1) requires elucidation as to what is meant by shares under a settlement being "in possession:" *ante*, p. 398. And generally para. 2 of this schedule requires re-arrangement: p. 399.

Upon the Act coming into operation, its first effect will be the automatic getting in of outstanding legal estates under Sched. I, Part I. We have discussed this, *ante*, pp. 292, 310. According to the marginal note, only "bare" outstanding legal estates are affected; but it is not clear that the schedule is meant to be thus restricted, and it is quite possible that its effect will be to vest the legal fee simple in the tenant for life, and so avoid the necessity of a vesting deed (see *ante*, p. 310), at any rate where trustees of the settlement have no active duties to perform. This would have an important effect on conveyancing, and the operation of the schedule in this respect should be made clear.

We need not repeat what we have said, *ante*, pp. 330, 347, as to the Middlesex and Yorkshire Registries. It would seem from s. 6 of the Act that the intention is to confine registration to legal estates; but this does not appear to be the effect of the section, and the application of registration to further advances will require to be considered when Sched. II, para. 8, receives its final form.

Lastly, there are the amendments of real property law which are too numerous to notice in detail. They will be found chiefly in Part I, ss. 17 to 20, in Part III, Amendments of the Conveyancing Acts, and in Part VII, Provisions respecting leaseholds. We have suggested, *ante*, p. 211, that the position of the clause in s. 17, purporting to abolish the *Rule in Shelley's Case*, leaves it doubtful whether the rule is really abolished, and we presume that it will be reproduced as a substantive enactment; and the provisions of the same section as to the creation of entailed interests under wills and executory instruments require to be made clearer. Some provisions of the Act appear to show a lack of co-ordination between its parts. Thus s. 84 provides for reconveyance of mortgages by indorsed receipts, but this would seem to be a survival from former attempts to simplify conveyancing. In fact mortgages—*i.e.*, legal mortgages—will in future be for terms of years subject to cesser on payment off, and as observed above, no surrender or re-conveyance will be required. As it stands, the provision is likely to be a source of confusion. As to equitable mortgages, no re-conveyance has, in strictness, ever been necessary.

Then, again, s. 96 makes a further attempt to simplify the rule as to the benefit of covenants running with land, and says that the word "heirs" shall not be necessary. But in future the word "heir" will be meaningless except so far as it is kept alive for the purpose of an heir taking by purchase under s. 19. As a word of inheritance it ceases to have effect since inheritance is abolished. This should be made quite clear.

Among the most useful features of the Act are the provisions for over-riding death duties and bankruptcies, unless registered as a land charge or *lis pendens*, and the extension by Sched. VII, of the registration of land charges. This has to be taken in connection with s. 3 (5), and when that section is re-drafted, provision should be made for extending to leasehold land the protection against being overridden given by the Act to restrictive covenants affecting freehold land.

The provisions as to conferring on personal representatives and trustees for sale all the powers of a tenant for life (s. 163; Sched. IV, para. 4) appear to require consideration: *ante*, p. 478.

The process of re-arranging the Act will, no doubt, bring together many provisions dealing with the same subject matter which are now separated, and the study and understanding of the new system will be thereby facilitated. But, apart from fundamental changes, such as the abolition of copyhold tenure and the amendment of the law of intestacy, it is, as its promoters claim, an evolution from the existing system, and, with the advantages of the pending re-drafting, the difficulties which present themselves on a perusal of the statute should largely disappear in practice. The complications of human affairs will always present legal problems which only expert learning and skill can solve.

The Increase of Rent, &c., Act, 1920

Premiums: When they are Illegal.

Section 8 (1) of the Increase of Rent &c. Act, 1920, provides that "a person shall not, as a condition of the grant, renewal, or continuance of a tenancy or sub-tenancy of any dwelling-house to which this Act applies, require the payment of any fine, premium or other like sum, or the giving of any pecuniary consideration, in addition to that rent."

This section, it will be seen, only forbids the requiring of a premium or other like sum "as a condition of the grant, renewal, or continuance of a tenancy or sub-tenancy." These words do not include the assignment of the unexpired portion of a lease. Where, therefore, in the case of *Mason, Herring and Brooks* v. *Harris and Another*, 1921, 1 K.B. 653, the tenant of a flat under a lease for seven years from 18th July, 1918, assigned the residue of her term in 1920 to the defendant in consideration of a payment of £75, it was held that that payment was not a premium within the meaning of this section.

So, too, the operation of that section is limited to persons capable of granting, renewing or continuing the tenancy or sub-tenancy. In *Remmington* v. *Larchin*, 1921, 3 K.B. 404, the defendant was the tenant of a house to which the 1920 Act applied, for a term of three years from March, 1919. In May, 1920, he desired to give up his tenancy and agreed with the plaintiff that, upon payment

by the latter to him of a premium, he would surrender his tenancy, and the landlord would grant the plaintiff a new tenancy for three years at a slightly increased rent. The landlord had no knowledge that the plaintiff had agreed to pay the defendant a premium. The plaintiff paid the premium. The landlord granted the lease. The plaintiff then sued to recover the premium and it was held he could not do so.

This case, which went to the Court of Appeal, is of particular importance, for it lays down the principles which are to guide the courts in the interpretation of the section.

BANKES, L.J., in the course of his judgment, said: "When the section says that 'a person shall not, as a condition of the grant, renewal, or continuance of a tenancy or sub-tenancy . . . require the payment of any fine, premium or other like sum,' does it refer merely to the demand of a fine, premium or other like sum by the person who grants the tenancy—that is, the landlord—or does it include a demand by a third person? The language of the section does not supply any clear answer; it is, in my opinion, reasonably capable of either construction. We are dealing with a penal section, and therefore one must apply the well-known general rule of construction, that if there are two reasonably possible meanings the court should adopt the more lenient one." The court therefore held that the section did not prevent the demand of a premium by a person other than the landlord.

Sub-section (2) renders a person requiring such a payment liable to a fine of £100, and the court by which he is convicted may order the amount paid to be repaid to the person by whom the payment was originally made.

The section has no application to the "grant, renewal or continuance for a term of fourteen years or upwards of any tenancy." Section 8 (3).

This is a re-enactment of the Courts (Emergency Powers) Act, 1917, s. 4 (1), which is now repealed, except that that section provided twenty-one years instead of fourteen.

The limitation was introduced shortly after *Rees* v. *Marquis of Bute*, 1916, 2 Ch. 64, had been decided. In that case the landlord sold by auction certain cottage properties upon the terms that the purchaser should have the right to have granted to him a lease for ninety-nine years at a nominal rent of 15s. to £1 per annum.

It was held that the sum paid by the purchaser was a premium and recoverable by him; but it was also held, and upon this point the case is still good law, that the agreement to pay the premium being illegal, and no possession having been taken under the contract by the purchaser, the defendant was entitled to be relieved altogether from the contract upon repaying to the purchaser all moneys he had received from him.

ARCHIBALD SAFFORD.

Scots Law and the Doctrine of "Tacit Relocation."

[COMMUNICATED.]

ENGLISH practitioners interested in the Rent Restriction Acts may have found some difficulty in appreciating much of the argument and some of the judgments of the House of Lords in *Kerr* v. *Bride*, 1923, A.C. 27, which decided that in Scotland, as in England, the landlord of a dwelling-house protected by these Acts is not entitled to raise the rent to the statutory limit unless and until the tenancy has been terminated in any of the ways legally possible, *e.g.*, expiry of the term in the case of a fixed term, and notice to quit in the case of a periodic tenancy. That difficulty turns on the essential difference which exists between a tenancy created by "holding-over" in English and in Scots Law. "Holding Over" is an English phrase; the corresponding Scots Law term is "Tacit Relocation." But the mode in which a tenancy emerges in the respective legal systems, by means of the process thus differently named in each, is of a radically different nature. It was this which led to the divergent interpretation placed by the Scots and the English jurists on the material sections of the Increase of Rent and Mortgage Interest (Restrictions) Act, 1920, which is applied by the statute to both countries.

To begin with, let us explain the precise signification of the somewhat awe-inspiring term "Tacit Relocation." Here "*relocation*" is simply the Scots legal variant of the Roman Law term "*re-locatio*," and, if translated literally, means "re-letting." "*Locatio*" is a Scots Law as well as a Roman Law term; in fact, Roman Law is the Common Law of Scotland, and the Roman jurisprudents are authorities in Scotland in the absence of a text in the Scots "Institutional Writer." "*Locatio-conductio*" is the contract of "letting-hiring," or "bailment" as we call it in England. A lease of land is simply one form of "bailment" or "*locatio-conductio*"; but to distinguish it from others, it is conveniently described as "*locatio*" without the second part of the Roman phrase. Now there are possible two forms of "*locatio*": (1) an original letting of land to a person who has not previously been in possession of it as a tenant, and (2) the renewal of a tenancy to a person now in possession whose tenancy has expired. The first is a "location"; the second is a "re-location," *i.e.*, "relocation." Such a renewal of tenancy may occur in two ways: either there may be an express bargain between the landlord and the tenant in accordance with which the latter agrees to stay on; or there may be a bargain to the same effect implied from all the acts of the parties and the surrounding circumstances. This second kind of re-letting, which in England might be called an "implied tenancy," although it never is so named, is known in Scots Law as a "Tacit Relocation."

So far there does not seem to be any great difference, except in terminology, between the Scots and the English modes of creating a tenancy by "holding-over." And we rather think that most of the English law lords who delivered judgment in *Kerr* v. *Bride*, *supra*, were under the confused impression that the only difference is a verbal one. That, however, is quite a mistake. A periodic tenancy is quite a different thing in England and in Scotland; and this difference turns "tacit relocation" into a fundamentally different kind of relationship from that of "holding-over."

Here we must commence by stating briefly the English doctrine as to the nature of a periodic tenancy; a fuller discussion will be found in the first chapter of Redman's "Landlord and Tenant." English tenancies are all in reality either (1) fixed terms (whether for a month or 999 years is a mere matter of detail), or (2) periodic tenancies, or (3) tenancies at will. But a periodic tenancy is simply a peculiar form of tenancy-at-will to which the law attaches peculiar incidents; this is so whether it be a "tenancy from year to year," or a "monthly tenancy," or a "weekly tenancy," or a "tenancy-at-will terminable by immediate notice to quit." The essence of a tenancy-at-will is, that A enters into the possession, or remains in the possession, of B's premises with B's assent *for an indefinite term*. In such a case A has an *indefinite interest* in the premises; it is a "growing interest" which increases in quantity as it continues in time, *Oxley* v. *James*, 13 M. & W. 209, 214. In the old authorities there are even discussions as to whether a term of twenty-one years or a tenancy from year to year are the longer of the two; the first must expire at the end of twenty-one years at latest and, if renewed, is renewed as a new tenancy; the latter, in theory, need never expire, for notice to quit need never be given. A periodic tenancy, then, is of indefinite duration. But it is not perpetual, for either party can determine it at the end of the period by notice. *Primâ facie* a notice to quit "immediately" is sufficient. But the law readily infers a longer notice, and indeed there is a well-known presumption that the tenancy becomes one from year to year, *i.e.*, subject to a notice terminating at the end of each year after the first, so soon as the tenant has entered into possession and paid rent. The parties, however, can *expressly* provide for a week's, month's, or quarter's, notice to quit, in which case the tenancy becomes a "weekly," "monthly," or "quarterly" tenancy. It should be noted, however, that these lesser forms of periodic tenancy—which can only be created by express bargain, unlike a tenancy from year to year, which is presumed by law—are *stricti juris* periodic and continuing tenancies which last indefinitely and *may* in theory last for ever; they are "growing" interests.

Now in Scots Law all these English theories of a "continuing" tenancy or "growing interest" are quite repugnant to the Scots theory. For in Scots Law any indefinite or growing interest in premises would be, not a contractual or personal form of property at all, but real or heritable property; it would be a "feu" and could only be validly created by the ceremonial methods of a "feu-charter." Any tenancy proper, any "locatio," must be for a fixed term. A weekly, monthly, quarterly, annual tenancy, in Scots Law, are not continuing or growing interests terminable by notice; they are simply fixed terms of a week, month, quarter, or year, as the case may be, which expire at the end of the period unless tacitly renewed. At least, that is what they would do apart from the statutes which modify the common law requirements of notice. A bargain may indeed be made for notice of a week, month, quarter, or year, as the case may be; but this is really an express agreement for the creation of a new tenancy at the expiry of the fixed term; it is analogous to the English

covenant for renewal in a lease of seven years or the like; it creates something analogous to a series of future *interesse termini*.

Now a renewal of this kind may either be the subject of express bargain between the parties, when the contract of tenancy first originated, or it may come into existence by conduct of the parties after the fixed term has expired. The former is an express "relocation," the latter is "tacit relocation." It arises in much the same way as an English tenancy created by "holding-over," and has much the same incidents; moreover, statutes have partially assimilated it to the English "tenancy from year to year." But it is essentially a fixed, not a periodic, tenancy. It is this which makes the conception of a notice to quit, natural in the case of an English periodic tenancy, so very novel, revolutionary and unnatural in the case of a Scots "tacit relocation." The failure to appreciate this distinction of principle, it was, that led the House of Lords to dispose so cavalierly of the generally entertained Scots interpretation of the Rent Restrictions Act.

Book of the Week.

International Law.—Journal du Droit. International. Marchal and Pollard (G. Godde, Successeur). Libraire du la Cour de Cassation, 27, Place Dauphine, Paris. 14 fr.

CASES OF LAST SITTINGS.

Court of Appeal.

EDELL *v.* **DULIEU.** No. 1. 21st March.

LANDLORD AND TENANT—AGRICULTURAL HOLDING—LEASE DETERMINABLE AT END OF SEVEN YEARS—LENGTH OF NOTICE REQUIRED—"CONTRACT OF TENANCY"—AGRICULTURAL HOLDINGS ACT, 1908, 8 Edw. 7, c. 28, s. 48—AGRICULTURE ACT, 1920, 10 & 11 Geo. 5, c. 76, ss. 13, 28.

A lease of a farm was granted in 1915 *for a period of seven, fourteen or twenty-one years, determinable by either party at the end of the first seven years, on six months' notice in writing being given by the other party. In an action by the landlord to recover possession, the tenant having failed to give up the farm upon receiving more than six, but less than twelve, months' notice to determine the tenancy.*

Held, that the notice given was invalid, as the lease came within the scope of s. 28 *of the Agriculture Act,* 1920, *which is not confined to tenancies from year to year, but extends to all "contracts of tenancy," as defined by s.* 48 *of the Agricultural Holdings Act,* 1908, *and requires twelve months' notice from the end of the then current year.*

Decision of the King's Bench Division (*ante*, p. 334) *reversed.*

Appeal by the defendant from a decision of the King's Bench Division, Bailhache and McCardie, JJ. (reported *ante*, p. 334). By an indenture of lease dated 30th September, 1915, the plaintiffs demised a farm to the defendant for a term of twenty-one years, determinable at the end of the first seven or fourteen years upon six months' notice given by either party. On 15th February, 1922, the plaintiffs gave the defendant notice in writing in accordance with the terms of the lease to determine the tenancy on 29th September, 1922, being the end of the first seven years. The defendant having refused to give up possession, the plaintiffs commenced this action for ejectment and applied for judgment under Order XIV. The defendant contended that under s. 28 of the Agriculture Act, 1920, he was entitled to twelve months' notice, and that the notice to quit was invalid. Master Jelf decided in favour of the defendant, and on appeal his decision was reversed by the King's Bench Division, on the ground that s. 28 did not apply to tenancies for a period of less than two years certain, and that s. 13, which was applicable to such tenancies, could have no operation in the present case, because it did not apply to a tenancy created before the Act was passed. The defendant appealed. Section 28 of the Agriculture Act, 1920, is as follows: "(1) Notwithstanding any provision in a contract of tenancy to the contrary, a notice to quit a holding shall be invalid if it purports to terminate the tenancy before the expiration of twelve months from the end of the then current year of the tenancy, but nothing in this section shall extend to a case where a receiving order in bankruptcy is made against the tenant." By s. 48 of the Agriculture Holdings Act, 1908, "contract of tenancy" means a letting of or agreement for letting land for a term of years, or for lives, or for lives and years, or from year to year.

The Court allowed the appeal.

Lord STERNDALE, M.R., said that the appeal was from the Divisional Court reversing a decision of the Master on a question of the notice required to terminate a tenancy. In a previous case he (his Lordship) noticed that he had cited a dictum of Lord Bramwell to the effect that there was no real difference between a notice to quit and a notice to determine a tenancy. The notice was given in pursuance of the terms of a lease made in 1915, by which the plaintiffs agreed to let a farm to the defendant for a term of seven, fourteen, or twenty-one years, determinable by six months' notice in writing. The lessors did give such a notice on 15th February, 1922, *i.e.*, more than six months before the expiration of the first seven years, and, apart from the Act, the notice was a perfectly good notice. The question was whether it was made invalid by s. 28 of the Agriculture Act, 1920. [His Lordship read the section.] The tenant said that the section applied to the case, and that as the notice purported to determine the tenancy on 29th September, 1922, it purported to determine it less than twelve months before the expiration of the then current year's tenancy. On the other hand, the respondents contended that the tenancy was not within s. 28 of the Act at all, and that, but for the fact that it was an old lease dated before the Act, it would come under s. 13, because that was intended to apply to a tenancy of a holding for two years and upwards. The difficulty of confining s. 28 to tenancies from year to year arose from its language. It was as follows: "Notwithstanding any provision in a contract of tenancy to the contrary, a notice to quit a holding shall be invalid if it purports to terminate the tenancy before the expiration of the then current year of tenancy." A contract of tenancy was defined by s. 48 of the Agricultural Holdings Act, 1908, with which part II of the Act of 1920 was to be read, as follows: "Contract of tenancy" means a letting of or agreement for letting land for a term of years, or for lives, or for lives and years, or from year to year. In order to adopt the contention of the respondents it was necessary to cut down the words of s. 28, and the Court ought not to do so unless it were obliged. But it was argued that s. 28 ought to be read as being simply a substitution for s. 22 of the Act of 1908, which only applied to tenancies from year to year, and, therefore, that s. 28 only dealt with the same subject-matter. But if that were so, the change of language was very extraordinary, as s. 28 spoke of a "contract of tenancy" defined as before stated. Some difficulty had been caused by the words "the then current tenancy" as being only applicable to tenancies from year to year, but it did not seem to be insuperable. The words "the end of the then current tenancy" must mean "the end of the year of tenancy current when notice is given." So to read it did not do violence to the language. With some diffidence he (his Lordship) came to the conclusion that s. 28 did apply to the present case, and that in order to give a notice validly terminating a tenancy at the end of the seventh year, it must be given during the currency of the sixth year. The appeal should be allowed and the judgment of the Master restored.

WARRINGTON, L.J., and ATKIN, L.J., delivered judgment to the same effect, the latter observing that where the Legislature meant a tenancy from year to year, they were quite able to say so, and did say so.—COUNSEL: *Compston*, K.C., *F. Hinde* and *W. Latey*; *Holman Gregory*, K.C., and *Duckworth*. SOLICITORS: *Ellis & Fairbairn* for *Charsley & Reynolds*, Slough; *Edell & Co.*

[Reported by H. LANGFORD LEWIS, Barrister-at-Law.]

SLACK *v.* **LEEDS INDUSTRIAL CO-OPERATIVE SOCIETY LIMITED.** No. 1. 6th, 7th, 8th, 9th February, 26th March.

ANCIENT LIGHTS—EASEMENT—PLAN TO RAISE ADJOINING BUILDING—*Quia timet* ACTION—DAMAGE ONLY PROSPECTIVE AT DATE OF ACTION—INJUNCTION OR DAMAGES—JURISDICTION—CHANCERY AMENDMENT ACT, 1858, 21 & 22 Vict. c. 27, s. 2.

The court has no jurisdiction under Lord Cairns's Act, 1858, *to award damages in lieu of an injunction in a case where damage is only prospective, and has not been actually suffered at the date of the action* (*per* Lord Sterndale, M.R., and Warrington, L.J., Younger, L.J., *dissenting*).

Decision of Romer, J., *affirmed.*

The defendants had drawn up plans for the erection of buildings upon certain land in the City of Leeds, and it was clear that those buildings, when erected, would interfere with the ancient lights of the plaintiff in respect of an adjoining building. The plaintiff issued a writ for an injunction to restrain them from doing so, but at the date of the writ and of the action the buildings had not been erected to any height so as to cause any actual damage suffered. The defendants contended that the injury which would be suffered by the plaintiff was trivial and could be compensated by an award of damages. Romer, J., held that the buildings, if erected, would cause an obstruction to the plaintiff's lights, and *primâ facie* would entitle him to an injunction, but that the hardship to the plaintiff would be small and could be adequately compensated by damages. The jurisdiction to grant such damages, however, could only be under s. 2 of the Chancery Amendment Act, 1858 (commonly called Lord Cairns's Act), which said that "In all cases in which the Court of Chancery has jurisdiction to entertain an application for an injunction against a breach of any covenant, contract, or agreement, or against the commission or continuance of any wrongful act or for specific performance of any covenant, contract, or agreement, it shall be lawful for the same Court, if it shall think fit, to award damages to the party injured either in addition to or in substitution for such injunction or specific performance. . ." In his (Romer, J.'s) view, damages in lieu of an injunction ought to be granted, but he felt himself bound by the judgments of the Court of Appeal in *Dreyfus* v. *Peruvian Guano Co.*, 43 Ch. D. 316, to hold that, inasmuch as no wrong had actually been suffered, there was no jurisdiction to award damages. He therefore granted the injunction claimed. The defendants appealed. *Cur. ad. vult.*

The Court (Lord Justice YOUNGER dissenting) dismissed the appeal. Lord STERNDALE, M.R., said that if the defendants' buildings had been completed, he would himself, upon the principles expressed by A. L. Smith, L.J., in *Shelfer* v. *City of London Electric Lighting Co.*, 1895, 2 Ch. 388, and by Lord Macnaghten in *Colls* v. *Home and Colonial Stores*, 1904, A.C. 179, have granted damages in lieu of an injunction, but the opinions expressed

in *Dreyfus* v. *Peruvian Guano Co.*, *supra*, seemed to conclude the matter. Wide as the words of s. 2 of Lord Cairns's Act were, Bowen, L.J., had said, 43 Ch. D., at p. 333: "But the only weapon with which the Court is armed by virtue of the section is to award damages to a party injured, which must, I think, mean damages where damages have arisen, and in a case where no damages have arisen in the ordinary sense of the term as known to lawyers, I am of opinion that the Court has no power to give damages," and Fry, L.J., and Cotton, L.J., agreed with that view, a view which had stood for thirty years without being challenged. What the learned Lords Justices had said in that case was, of course, only *dicta*, and might not be building upon the court, but it was hard to imagine *dicta* of greater weight, and though those *dicta* had been referred to in many cases they had never elicited any expression of disapproval; if they were to be disapproved and overruled, it should only be done by the final tribunal of appeal, and not by a court of co-ordinate jurisdiction. The appeal must, therefore, be dismissed.

Lord Justice WARRINGTON delivered judgment to the same effect.

YOUNGER, L.J., in a dissenting judgment, held that, on the authorities, damages was the proper remedy. As regards *Dreyfus* v. *Peruvian Guano Co.*, he said that the observations of judges must be taken as being on the actual facts before them; that case was a very difficult and embarrassing one and the facts were totally different from those in the present case.—COUNSEL: *Cunliffe*, K.C., and *Vernon*, for the appellants; *Hughes*, K.C., and *Harman* for the respondent. SOLICITORS: *Jaques & Co.*; *McKenna and Co.*, for *Pettitt, Carter & Wade*, Leeds.

[Reported by G. T. WHITFIELD-HAYES, Barrister-at-Law.]

ALLIANCE ECONOMIC INVESTMENT COMPANY LIMITED v. BERTON AND OTHERS. No. 2. 1st, 7th, 8th, and 27th March.

HOUSING—HOUSING AND TOWN PLANNING—LARGE HOUSE—NOT READILY LETTABLE AS SINGLE TENEMENT—READILY LETTABLE IF CONVERTED INTO TWO OR MORE TENEMENTS—RESTRICTIVE COVENANTS IN LEASE—VARIATION—JURISDICTION OF COUNTY COURT JUDGE—"OWING TO CHANGES IN THE CHARACTER OF THE NEIGHBOURHOOD"—HOUSING, TOWN PLANNING, &c., ACT, 1919, 9 & 10 Geo. 5, c. 35, s. 27.

In considering an application under s. 27 of the Housing, Town Planning, &c., Act, 1919, the questions of fact to be answered by the County Court judge are (1) whether the house is not readily lettable as a single tenement? If not (2) whether it would be readily lettable converted into two or more tenements? If yes, (3) whether such result is due to changes in the character of the neighbourhood? If so, (4) what exactly is the neighbourhood under consideration and (5) what are the changes in its character?

Appeal from the Divisional Court. The appellants were the Estates Governors of Alleyn's College, Dulwich, and the respondents were lessees of five houses in College Road, Dulwich, including one known as Tollgate House, which was a large house containing seventeen rooms and a garden of two acres. They had difficulties in letting the house as a single tenement, and they wanted to convert it into seven tenements, but were prohibited from doing so by the covenants in the lease. An application was made under s. 27 of the Act of 1919 to the Lambeth County Court, and the County Court judge held on the evidence that owing to changes in the character of the neighbourhood, the house in question could not readily be let as a single tenement, and he made the order under s. 27 varying the terms of the covenants. His order was affirmed by the Divisional Court. An appeal was brought to the Court of Appeal.

BANKES, L.J.: A County Court judge who is called upon to give a decision upon an application made to him under s. 27 of the Housing and Town Planning Act, 1919, has a difficult and responsible duty to perform. His decision may materially affect a very wide area, and a large amount of property, and he must arrive at a decision with a minimum of assistance from the language of the section as to the matters which he should take into consideration. Before making any order varying the terms of the lease or other instrument imposing the prohibition against converting a house into two or more tenements, the County Court judge must be satisfied upon proof that owing to changes in the character of the neighbourhood in which the house is situate, the house cannot readily be let as a single tenement but could more readily be let for occupation if converted into two or more tenements. The section makes two points clear. First, that the onus of proof is upon the applicant; secondly, that the difficulty in letting as a single tenement must be proved to be owing to changes in the character of the neighbourhood. It is in these last words that the difficulty lies. What constitutes a change of character, of what does a neighbourhood consist? It is easy to say, as was said by Sir Arthur Wilson, in *Wellington Corporation* v. *Lower Hutt*, 1904, A.C., at page 775, that the question is entirely one of circumstances. That does not assist one in arriving at a conclusion as to what it is permissible to take into account in any particular case in arriving at what constitutes a change of character, or what area is comprised within a neighbourhood. It is easier to indicate what it is not permissible to take into account than to define the limits of what is permissible. For instance, changes in a neighbourhood must not be taken into account unless they are changes which have affected the character of the neighbourhood. Great changes may have taken place in the mode of life of all the inhabitants of a neighbourhood owing to heavy taxation and loss of income. Carriages and motor cars may have had to be given up, women servants substituted for men servants, all entertaining abolished, and though the inhabitants have entirely changed their mode of life, they continue to occupy the same houses, and I do not think that such a change as I have indicated constitutes a change of character of the neighbourhood within the meaning of the section. Again, I think that it is quite possible that in a neighbourhood consisting of large houses the bulk of the houses may be converted into high-class flats without altering the character of the neighbourhood. The class of people who occupy the flats may not differ sufficiently from the class who had previously occupied the houses as to justify any finding that the character of the neighbourhood had changed. I gather from the judgment of the learned County Court judge that such an alteration as I have last suggested would not, in his opinion, affect the amenities of a neighbourhood. I pass now to consider what is indicated by the expression "neighbourhood." In this connection it is impossible to lay down any general rule. In country districts people are said to be neighbours, that is to live in the same neighbourhood, who live many miles apart. The same cannot be said of dwellers in a town where a single street or a single square may constitute a neighbourhood within the meaning of the section. Again, physical conditions may determine the boundary or boundaries of a neighbourhood, as for instance, a range of hills, a river, a railway, or the line which separates a high-class residential district from a district consisting only of artisans' or workmen's dwellings. Again, I think that the physical conditions of some particular area may entitle it to be considered as a matter of law as a neighbourhood within the meaning of the section. The circumstances must be exceptional, but I think that they may exist. The first question for decision in the present appeal is whether they exist or not. The contention for the appellants is that they do. They say that the area bounded by the two railways and by Lordship Lane and Sydenham Hill is a neighbourhood within the meaning of the section, and that it is immaterial that changes may have occurred in the surrounding districts unless it is proved that those changes have produced changes in the character of the neighbourhood, that is to say, within the area comprised in the quadrilateral above referred to. It appears to have been contended below that it was not open to the learned judge to take into consideration any changes which may have occurred in the surrounding districts. I do not think that such a contention can possibly be supported. It seems obvious that changes occurring outside a neighbourhood may materially affect the character of the neighbourhood. For instance, a neighbourhood in a country district may become so surrounded by working-class dwellings, factories, tram lines or omnibus routes as to drive all the inhabitants out of the neighbourhood, and to render it uninhabitable by the class of persons who formerly inhabited it. If this occurs, the area of the neighbourhood in question may not have been increased by an acre, but a great change may have taken place in the character of the neighbourhood owing to an outside cause or causes. On the other hand, if in spite of all outside changes the same people or the same class of people are prepared to occupy the houses in the neighbourhood because of its special physical conditions but are not prepared, because of the general fall in incomes, to pay the same rents for the houses as were formerly paid, I doubt whether it could be said that there had been any change in the character of the neighbourhood within the meaning of the section. Applying these considerations to the present case and dealing first of all with the learned County Court judge's judgment, I find passages which appear to me to indicate a sufficient misdirection to entitle the appellants to a new trial. For instance, the learned judge says: "I should say the Act of Parliament intends that where you find a derelict house, like this, that cannot be let as a single tenement, that the court may sanction a proper scheme for putting it into such flats as could be used by a good class of tenants, a reasonable tenant who would not destroy the neighbourhood and injure the neighbours." If this passage correctly conveys what was in the learned judge's mind he was obviously allowing himself to decide the question upon the mere fact that the house had become difficult to let. In other parts of his judgment he appears to lay too great stress upon the desirability of increasing the housing accommodation in the district, and upon general considerations, and too little upon the precise language of the section. It is to be noticed that in the passage I have quoted from his judgment the learned judge is obviously using the word neighbourhood in the sense contended for by the appellants. I pass now to consider the evidence in relation to this contention. The quadrilateral area, bounded as I have already indicated, is the property of a body of trustees who hold the property for the purposes of a charity and a great educational scheme. Dulwich College is situate on the property and dominates it, in the sense that the property has been laid out and administered with a view to the interest of the college and the charity. What building has been allowed adjoining the college buildings has been of the high-class residential class. The house in respect of which the application is made is situate in a private road close to the college buildings. Looking at the estate map and bearing in mind the nature of the property, I think that the appellants are entitled to say that it is so distinct in its physical conditions and so self-contained that it certainly requires evidence to show that any surrounding districts are to be treated for the purpose of this section as constituting part of the same neighbourhood. In my opinion, no such evidence was given, and I can only treat the case on appeal as I find it. The learned County Court judge may have local knowledge which I do not possess, and which if I did possess I should not be entitled to act upon in the absence of any other evidence. The learned County Court judge was apparently of opinion that no sufficient change had taken place within the area contended for as to constitute a change in the character of that area. If, therefore, I am right in my view that on the evidence given the appellants were entitled to a finding that the area they were contending for constituted the neighbourhood within the meaning of the section, it follows that the appeal must be allowed, and the finding of the

County Court judge set aside. Assuming, however, that this is not a correct view of the law as applied to the facts of this case, I still think that the appellants are entitled to succeed upon the ground that there was no evidence that any increased difficulty in the letting of the applicants' house was due to changes in the character of the neighbourhood, including in that area the districts surrounding the Alleyn Estate. The applicants' witnesses speak of the changes in the neighbourhood on which they rely; the principal of which dates back thirty years or more, to the time when the neighbourhood ceased to be pure country and ceased to be popular as a place of residence for wealthy merchants. That the present difficulty, if it exists, in letting the applicants' house as a single tenement is not due to this change is, I think, demonstrated by the evidence of the applicants' witnesses as to the rise in letting value of this house and of adjoining houses long after this particular change in the character of the neighbourhood took place. This evidence is not in my opiuion any evidence of a difficulty in letting the house in question owing to this particular change in the character of the neighbourhood on which so much stress was laid. In my opinion, there was no evidence laid before the County Court connecting the alleged alteration in the character of the neighbourhood by the migration of the merchant princes which occurred thirty years or more ago with any difficulty in letting the house in question as a single tenement. I come to the same conclusion with reference to the other alleged change in the neighbourhood owing to building which is said to have taken place twenty years or so ago. What the evidence, I think does establish is that owing to economic causes which are affecting the whole Kingdom equally, the letting value of the class of house, of which the house in question is one, has fallen, at any rate for the time being. All the applicants' witnesses really rest their case on this ground, and the witnesses for the Alleyn Trustees took the same view. Economic causes affecting the whole Kingdom may, no doubt, create changes in particular neighbourhoods, just as completely as purely local causes may. It is not sufficient, in my opinion, however, to point to one, or two, or possibly half a dozen, empty houses out of a considerable number and say that is proof of a change in the character of a neighbourhood when the reason of the houses being empty is some economic cause operating over the whole Kingdom equally. This is particularly so where, as in the present case, the owners of the empty houses would obviously prefer them to remain empty if the result of their remaining empty will be to relieve them of the restrictive covenant and enable them to secure much higher rents than the houses have ever commanded since they were built. In the result, therefore, in my opinion, the application before the County Court judge failed for want of any evidence either establishing that the neighbourhood which had to be considered extended beyond the quadrilateral contended for by the Trustees, or establishing that any of the changes indicated in the larger area referred to in the evidence had been the cause of any increased difficulty in letting the house in question as a single tenement. I think, therefore, that the appeal succeeds, but as the other members of the Court think that the proper order is that a new trial shall be had, that will be the order of the Court.

SCRUTTON, L.J.: This appeal from a judgment of a Divisional Court, affirming with obvious reluctance a decision of a County Court judge, brings before this Court for the first time s. 27 of the Town Planning Act, 1919. Passed at a time when housing accommodation was not equal to demand, and when restrictive covenants prevented large houses being converted into flats, the action gives power to a County Court judge, on certain conditions, to sanction the breach of such restrictive covenants without compensation to the landlord. The judge must be satisfied: (1) that the houses in question cannot readily be let as a single tenement but can readily be let for occupation if converted into two or more tenements; (2) that this condition of things is due to a change in the character of the neighbourhood in which the house is situate. If he finds these as facts, the decision of the County Court judge is final, provided that there was evidence on which he might come to that conclusion, and that he did not misdirect himself in coming to that conclusion. It follows that property of a rental value of thousands of pounds may be changed in character, and seriously affected financially, by the decision without appeal of a County Court judge. It is the will of Parliament, but such a provision requires the most careful scrutiny of such decisions. On the section itself, the word "neighbourhood" is vague, probably intentionally so, but I agree that if the change of character of one locality does in fact affect the letting qualities of houses in another and adjacent locality, both may be included in the term "neighbourhood." An attractive and secluded private estate may be deteriorated in letting value by a change of character of the surrounding country, which may be considered the "neighbourhood," from fields to working-class dwellings, and it will be useless to urge that the private estate remains in itself, as it was, inhabited by the same class of people, if in fact the change in surrounding character has rendered it harder to let the estate houses as a whole than in flats. A more difficult expression to construe is "change of character." For instance, does a locality "change its character" because it is difficult to get servants all over England, and therefore people of the class inhabiting it desire to live in flats and small houses rather than large ones? This cause would undoubtedly render flats more lettable than whole houses. Does a locality change its character because all its inhabitants are poorer and therefore reduce their standard of living in housing accommodation, which, again, would affect the comparative letting value of whole houses and flats? Must the cause of the change of character be one peculiar to the locality, or will a general cause affecting all localities suffice? The County Court judge appears to have found that the house as a whole could much more readily be let as flats than as a whole house, and I cannot say there is no evidence on which he could find this; indeed, I should think it is obvious that the smaller and cheaper the flat, the more readily it would be let. The more difficult part of the case is whether this state of things can be found to be due to "changes in the character of the neighbourhood," and the difficulty is partly due to the fact that the judge below has not clearly appreciated what point he has to decide, and applied his mind to the evidence on that point, but has filled the case with his early reminiscences of South London generally, not given on oath or subject to cross-examination. It is not clear that the learned judge's view is not that there is a change in the character of the neighbourhood, namely, that large houses cannot be readily let, and that change has caused large houses not to be readily let. Reduced to symbols, A has caused B, for A is B, and therefore must cause B. The learned judge is not prepared to find any change in the immediate locality of College Road, except that rents have dropped, but a change in the neighbourhood surrounding College Road. What exactly the change is, or what exact neighbourhood he is considering, he has not found with any precision. A good deal of the evidence was that the lack of servants and incidence of taxation made the same people less willing to rent large houses than they used to be. I think the learned judge was right in considering the district round the "oasis" of College Road as its neighbourhood, provided that the change of character of that surrounding district did have the effect of altering the letting values of houses in College Road. On the question of "change of character," if the facts were that the change from rural to urban surroundings, or the change from a few large houses to a majority of small houses, did affect the letting values in College Road, the conclusion of the learned judge would be accurate. If the facts were that the change was in the standard of living in the inhabitants, owing to general fall of incomes, or difficulty in getting servants, or to change of fashion, without any material reason for the change, I regard it as a very difficult question whether this is covered by the words "owing to change of character." I am inclined to think that where all large houses are difficult to let from, say, the cause of lack of servants, the fall of letting value is not due to change of character of the neighbourhood, but to change of mode of living of the inhabitants, and that while Parliament might well have included this as a ground for revision of restrictive covenants, they have not done so in this Act. But I cannot think that that part of the case has been satisfactorily tried, and I think a new trial should be had to ascertain with more precision what are the facts which are said to constitute a change of character and in what neighbourhood, and to have caused the change in letting values. I have indicated above some of the matters which should be considered. I think the new trial will be more satisfactorily conducted as in the High Court before another judge, who may have less reminiscences of the surrounding locality, and therefore address his mind more clearly to the actual evidence given. Whoever tries it has to answer these questions: (1) Is the house not readily lettable as a single tenement? If no: (2) Is it readily lettable converted into two or more tenements? If yes: (3) Is the above result ((1) and (2)) due to changes in the character of the neighbourhood, finding what exactly is the neighbourhood he considers, and what are the changes in its character?

YOUNGER, L.J.: Before the County Court judge can make an order under this s. 27 of the Town Planning Act, 1919, he must be satisfied with three things: (1) that the house with reference to which the application is made cannot readily be let as a single tenement; (2) that it could readily be let for occupation if converted into two or more tenements; (3) that the fact that the house cannot readily be let as a single tenement is owing to changes in the character of the neighbourhood in which the house is situate. As to the first of these, I am of opinion that there was evidence here before the learned County Court judge upon which he could properly find that this house cannot readily be let as a single tenement. As to the second, I am of opinion also that there was ample evidence before him upon which he could properly find that the house could readily be let for occupation if converted into two or more tenements. The real difficulty in the case arises upon the third matter with reference to which the learned County Court judge must be satisfied. Was there before him any evidence upon which he could properly find that the fact that this house cannot readily be let as a single tenement is owing to changes in the character of the neighbourhood in which it is situated? What may properly be included amongst these changes? What is the extent or area of the "neighbourhood" in which these changes must manifest themselves? That is the question and it is a difficult one. One thing is, however, I think clear. The mischief must be due to these changes. The section takes no account of the mischief if it be due to anything else. Very great care must, accordingly, clearly be taken by the judge to whom the jurisdiction is assigned to see, especially in a case in which what I have called the mischief is in fact pronounced, that it is due to that cause. And not to some other cause affecting, it may be, the whole community, that is, scarcity of money due to high taxation, bad trade, high prices or what not. The danger of mistake on this point is great. I think that in this present case the learned County Court judge may have fallen into one. But it must be avoided, if the section is to be followed. The section so far, difficult though its application may be, is clear enough. Further progress in its interpretation is not easy. Before attempting to make it, I will consider some of its more general features. It would appear, first of all, that the primary purpose of the Legislature in enacting it was to provide increased tenement accommodation for tenants by permitting the conversion, under stated conditions, into flats, of houses which for the reason given in the section could not be readily let as single tenements. I see this indicated in the absence of any provision for compensation; in no special place in the section being reserved

for the landlord or other person entitled to the benefit of the restrictive covenant in the initiative given to the local authority. The section again is in one direction singularly wide; in another, singularly narrow. It is not on the one hand confined to cases where the restriction against conversion is contained in a lease; it extends equally to cases where the restriction is contained in a conveyance in fee simple, in a conveyance, for example, made in pursuance of a building scheme, the consideration for the burden of the restrictive covenant being the right enjoyed by the owner of the house, subject to it, to enforce a similar restriction on all the owners of all other houses governed by what has often been called the rule of the estate. In that respect the section is wide; in another it is singularly narrow. The Court, as I have already said, is by it given no power to release the restriction unless the fact that the house cannot readily be let is due to "changes in the character of the neighbourhood." The section is also singular in other respects. It makes, as I have said, no provision for compensation to anybody unless it is imposed by the Court as a condition of its order that the tenant can, as against his landlord, retain all the profit which the removal of the restriction enables him to earn. No account again seems to be taken in the section of the fact that the removal of the restriction in the case of a house under a building scheme may result, certainly, if it is indefinitely repeated, in the restrictive covenants ruling the estate becoming quite unenforceable in the case of all the other houses; a result which in most cases will be received with mixed feelings by the persons affected. Again, the landlord, in the case of a lease; the covenantees in the case of a building estate, have no separate status on the application; they are included in the expression "any person interested" to whom the Court is to give an opportunity of being heard if they so desire. Neighbours are apparently treated as having the same interest in the application as have the parties to the covenant which it is sought to have released. The restriction again may only be removed on proof *inter alia* that the house could readily be let for occupation if converted into two or more tenements, but there is no obligation imposed by it upon the owner so to let them after they are converted. New trial ordered.—COUNSEL: *J. A. Hawke*, K.C., and *H. Bensley Wells; Scholefield*, K.C., and *S. E. Pocock; Croasdell.* SOLICITORS: *Druces and Attee; Nisbet & Co.; Wedlake, Letts and Birds.*

[Reported by T. W. MORGAN, Barrister-at-Law.]

High Court—Chancery Division.

Re **NEUBURGER'S SETTLEMENT: FORESHEW** *v.* **PUBLIC TRUSTEE.** Astbury, J. 27th March.

ALIEN—GERMAN NATIONALS—SETTLEMENT—COVENANT TO PAY ANNUITY—INFANTS—MAINTENANCE—"PROPERTY, RIGHTS AND INTERESTS"—STATUTORY CHARGE—ENFORCEABILITY OF COVENANT—TREATY OF PEACE 1919, Art. 299—TREATY OF PEACE ORDER, 1919, s. 1, xvi.

By an ante-nuptial settlement of April 1903 between a German husband and an English wife, the wife's parents covenanted to pay to the trustees an annuity upon trusts in favour of the wife and issue. The annuity was held up during the war, and the arrears were paid to the Controller who had taken out letters of administration.

Held, that the covenant was still enforceable and ought to be enforced by the trustees.

Held also, that the charge in s. 1 (xvi) of the Treaty of Peace Order, 1919, attached to interests of persons under disability of disposition.

By a marriage settlement dated 27th April, 1903, made between the husband, a German subject and his wife, a British subject, the husband and wife covenanted to assure the wife's after-acquired property to the trustees upon trust to pay the income to the wife for life, and after her death, if she by deed or will so directed, to pay the income or any part thereof to the husband for life or for any shorter period, and subject thereto, to stand possessed of the property and income in trust for the children and issue as the wife should by deed or will appoint, and in default of appointment on trust for the children at twenty-one or marriage, the ultimate trusts in default of issue being for the appointees of the wife. By the same settlement the wife's parents covenanted with the trustees that if and so long as the wife or any issue were living, they or the survivor during the life of that survivor would pay to the trustees the yearly sum of £150 upon trust to pay the same to the wife for life, and after her death to apply the same as if it were income arising after her death of her after-acquired property settled as aforesaid, and subject to the like power of appointment in favour of the issue, but without any power to the wife to direct payment thereof or any part thereof to her husband; and it was declared that the trustees were not to be liable for any loss occasioned by their omission or neglect to enforce the after-acquired property covenant or the annuity covenant. The husband and wife resided in Germany, where their two infant children were born and still resided. The wife died on 17th July, 1918, having by a German will appointed her husband her heir, but without making any appointment to her children. The annuity had been held up during the war, and the arrears at the wife's death were paid by her parents to the Controller of the Clearing House, who had taken out administration *ad hoc*, but no vesting order had been made. This summons was taken out by the trustees against the Public Trustee as the Custodian of Enemy Property, and against the infant children and the wife's parents to determine, (1) whether, having regard to the Peace Treaty and the Peace Treaty Order, 1919, the parents' covenant had become unenforceable; (2) whether if enforceable the trustees were justified in applying the annuity for the infants' maintenance; and (3) if not so justified, whether they might refrain from enforcing the covenant and if not to whom the annuity ought to be paid. It was contended on behalf of the infants that the instalments of the annuity were not caught by s. 1 of the Peace Treaty Order, that the charge was only intended to affect the property of persons *sui juris*, and that the trustees had a discretionary power of maintenance under s. 43 of the Conveyancing Act, 1881.

ASTBURY, J., said that the husband was not excluded from taking under the general power and subject to the contingent interests of his children, he took as general appointee. At the date of the Peace Treaty the children's contingent interests were clearly a "property, right or interest" in the trust fund to be fed by the instalments of the annuity, and were caught by the charge created by the Peace Order. The husband's contingent interest subject to the children's interests was also caught by the charge. The childen's interests being caught, the trustees no longer had any power of maintenance out of them. Nor had the trustees any right to refrain from enforcing the covenant which was still enforceable. The custodian was now the *cestui que trust* and the trustees must do their duty accordingly. In the case of *Re Rush, Warre* v. *Rush*, 1922, 1 Ch. 302, 311, Russell, J., expressed himself strongly in favour of the view that the charge attached notwithstanding personal incapacity, and the judgments of Lord Sterndale and Warrington, L.J., 1923, 1 Ch. 56, pointed the same way. That being so, he was bound to accept the view of Russell, J., as concurred in by the majority of the Court of Appeal, and it was unnecessary to state as the fact was, that he thought that view correct. The whole fund to be built up by the annuity was caught by the charge, but as it was impossible to say whether the infants or the husband would ultimately become entitled the custodian had suggested that the instalments should be kept in *medio*, accumulated by the trustees, with half-yearly rests and paid or transferred half-yearly to the joint account of the trustees and the custodian. Order accordingly.—COUNSEL: *Leeke; Nicholson Combe; Harman, Gavin Simonds.* SOLICITORS: *Trotter, Goodhall & Patteson; Coward & Hawksley, Sons and Chance.*

[Reported by S. E. WILLIAMS, Barrister-at-Law.]

In re **EYRE WILLIAMS; WILLIAMS** *v.* **WILLIAMS.** Romer J. 20th and 21st March.

LIMITATIONS, STATUTE OF—CONSTRUCTIVE TRUSTEE—CONVERSION OF SETTLEMENT MONEYS BY SETTLOR TO HIS OWN USE—LIABILITY OF HIS ESTATE—WIFE RESTRAINED FROM ANTICIPATION—ACQUIESCENCE WHILE INTEREST IN REVERSION.

Where a settlor by a settlement made in 1886 assigned a mortgage debt to his trustees upon the trusts of the settlement, but when the mortgage debt was paid, converted the moneys to his own use.

Held, that the Statute of Limitations was no answer by his executors to a claim against his estate by the trustees of the settlement to make good such mortgage debt to them.

Held further, that even if the settlor's wife, who was the only other person in the events which had happened interested in the settlement funds besides the settlor's estate, did know of and concur in the act of her husband, there was no acquiescence by her which barred either her or her trustees from claiming against her husband's estate to have the moneys refunded, she being restrained at the time of her knowledge and concurrence from anticipation.

Soar *v.* Ashwell, 1893, 2 Q.B. 390 *followed.*

This was a summons which raised (*inter alia*) the question whether the settlor's estate was liable to the trustees of his marriage settlement to replace the mortgage moneys received by him. The defences of the executors were the Statute of Limitations and acquiescence on the part of the widow. The facts were as follows: On the 28th of July 1886, the date of the settlor's marriage settlement, a mortgage for £5,000 secured on land in Australia, was held in trust for him. The settlor, by his marriage settlement, assigned the mortgage debt and the securities to his settlement trustees upon trusts under which he took a first life interest, and his wife took the next life interest, without power of anticipation, and after the death of the survivor there were the usual trusts for the children of the marriage, and in default of children (which event happened) for the settlor absolutely. The trustees in whom the mortgage was vested had no knowledge of the settlement, and when the mortgage was paid off in 1887, the £5,000 was paid under his instructions into the settlor's banking account in London, and the settlor dealt with it as his own. In 1916 the settlor died, and thereupon his widow became entitled in person to a life interest under the settlement, and enquiries which were then set on foot disclosed the position with regard to the mortgage moneys. There had been various appointments of new trustees during the settlor's lifetime to which the wife was a party, which had merely recited that the £5,000 mortgage had never been assigned to the trustees.

ROMER, J., after stating the facts, said: It has been the practice of courts of equity to apply by analogy the Statute of Limitations to various fixed equitable demands, but an exception had always been made in the case of actions against express trustees, and the exception has in certain cases been extended to constructive trustees. The settlor did undoubtedly become a constructive trustee of the mortgage moneys he received from Australia, and he was a person who received trust property and dealt with

it in a manner inconsistent with the trusts of which he was cognisant, and he comes within the third class of case mentioned by Bowen, L.J. in *Soar* v. *Ashwell* (*ubi supra*, at p. 396), and is a constructive trustee of the kind who, according to the authorities, is not entitled to rely on the Statute of Limitations. With regard to the question of acquiescence, even if the wife did know of and concur in the application of the moneys to his own use by the settlor, she was at the time restrained from anticipation, and it would be impossible for the Court in those circumstances to say that she or the settlement trustees were debarred from recovering the moneys. So to hold would be to disregard the restraint on anticipation, or to introduce a method by which it would be only too easy for a married woman to rid herself of a restraint upon anticipation. Her life interest did not arise until 1916, less than six years before these proceedings, and no acquiescence on her part after that date could be held to preclude her from the claim she now makes. There must be a declaration that the settlor's estate is liable to make good to the trustees of the settlement the £5,000 in question.—COUNSEL: *Dighton Pollock*; *Hughes K.C.* and *Draper*; *Cunliffe*, K.C. and *Israel Manning*, K.C. and *Swords*. SOLICITORS: *Cohen & Cohen*; *Peacock & Goddard*, for *Mullings, Elliott & Co.*, Cirencester; *J. J. Edwards and Co.*

[Reported by L. M. MAY, Barrister-at-Law.]

SORRELL *v.* **SMITH and Others.** Russell, J. 22nd, 23rd, 26th and 27th February, and 28th March.

CAUSE OF ACTION—INTERFERENCE WITH PERSON'S RIGHT TO TRADE—COMBINATION—WITHDRAWAL OF CUSTOM INDUCED—INTENTION TO INJURE—PROTECTION OF TRADE INTERESTS NO JUSTIFICATION.

The rule in Quinn *v.* Leatham, 1901, A.C. 495, *does not rest on the view that intention to injure is the foundation of the action, but upon the view that a combination to interfere by threats with a person's right to trade as he will is actionable unless sufficient justification exists.*

Ware and De Freville, Ltd. *v.* Motor Trade Association, 1921, 3 K.B. 40 *distinguished.*

This was an action for an injunction. The facts were as follows: The plaintiff was a retail newsagent and a member of the National Federation of Retail Newsagents, Booksellers and Stationers. The defendants were the members of a committee consisting of the circulation managers of the daily morning newspapers of London. There was a "distance limit policy" of the Federation, who desired to prevent newcomers from opening shops for the sale of newspapers in districts where the public was already sufficiently provided for. At the request of his branch of the Federation, the plaintiff ceased to deal with his wholesale newsagents, Ritchie Brothers, because they were supplying newcomers to whom, in the opinion of the Federation, the "distance limit policy" of the Federation should be applied, and he obtained his supplies from another wholesale agent, Messrs. Watson & Son, who got some of their papers from W. H. Smith & Son. At the request of Ritchie Brothers, the defendants, in combination, intervened, and, for the purpose of compelling the plaintiff to return to Ritchie Brothers as a customer, brought pressure to bear on Watson & Son to compel them to discontinue supplying the plaintiff. The method was to threaten to discontinue supplies to Watson & Son if and so long as they continued to supply the plaintiff, and also by threatening to cut off the supplies from W. H. Smith & Son if they supplied Watson & Son during the time Watson & Son continued to supply the plaintiff. There was no actual desire or intention on the part of the defendants to injure the plaintiff, but they combined to interfere with his trade, and with his right to carry on his business as he would and to deal with such people as he thought fit.

RUSSELL, J., after stating the facts, said: The defendants contended that their acts amounted only to threats of withdrawal of custom, and that an act otherwise lawful, if done in combination, only became unlawful if done with intent to injure another, and that such intent was here absent. The defendants relied upon certain passages in the judgments in *Ware and De Freville, Ltd.* v. *Motor Trade Association*, 1921, 3 K.B. 40. The plaintiff contended that any interference in combination with a man's right to carry on his business as he willed, and to deal with such people as he thought fit, was a violation of a legal right, which, if procured by threats, was actionable if there were no sufficient justification for the interference. From the judgments of Lord Halsbury, Macnaghten, Brampton and Lindley in *Quinn* v. *Leatham*, 1901, A.C. 495, I come to the conclusion that *Quinn* v. *Leatham* (*ubi supra*) does not rest on the view that intention to injure is the foundation of the action, but does rest on the view that a combination to interfere by threats with a person's right to trade as he will is actionable unless sufficient justification exists. On the authority of *Quinn* v. *Leatham* the defendants are liable to the plaintiff for their acts, unless sufficient justification exists, if the event which they combined to bring about, would, if brought about, have caused him damage. On the evidence I am satisfied that if the plaintiff had been compelled to return to Ritchie Brothers he would have suffered damage. There remains the question whether the defendants had sufficient justification for their acts. I have come to the conclusion that the only justification suggested for the defendants' acts is that they claimed the right to decide how the distance limit policy should be applied, and they objected to the Federation imposing their opinions as to how many retailers there should be in a particular district. There is no suggestion that the plaintiff by changing his wholesale newsagent has in any way affected the trade interests of the defendants. In order to justify an otherwise unlawful act on the ground of the protection of trade interest it must be proved that it is in the direct interest of the trade, as in *Ware's Case*, *supra*, to do the act in question. It is not enough to suggest that there is a dispute between the person doing the act and a third party such as existed between the Federation and the defendants, and that the act complained of may assist in that dispute. There is no dispute between the plaintiff and the defendants, and the fact that he is a member of the Federation against which the defendants desired to establish a right to decide distance limit cases does not justify the violation by the defendants of the plaintiff's right to select the persons from whom he obtained his supplies. There will be an injunction restraining the defendants from interfering or attempting to interfere with the right of the plaintiff to enter into or continue such contracts or contractual relations with Watson & Son as he willed.—COUNSEL: *Sir John Simon*, K.C., *Maugham*, K.C., and *Slesser*; *Sir Ernest Pollock*, K.C., *Clauson*, K.C., and *Dighton Pollock*. SOLICITORS: *Shaen, Roscoe, Massey & Co.*; *Lewis & Lewis*.

[Reported by L. M. MAY, Barrister-at-Law.]

High Court—King's Bench Division.

PINNOCK BROTHERS *v.* **LEWIS & PEAT LIMITED.**
Roche, J. 6th and 7th February.

SALE OF GOODS—COPRA CAKES CONTAINING POISONOUS SUBSTANCE—CATTLE POISONED THROUGH EATING CAKES—ARBITRATION—NOTICE OF ARBITRATION NOT GIVEN IN TIME—AWARD NOT DEALING WITH MERITS BUT ONLY WITH JURISDICTION OF ARBITRATOR—WHETHER ACTION THEREBY BARRED—LATENT DEFECT—GOODS SOLD NOT THOSE CONTRACTED FOR—FERTILISERS AND FEEDING STUFFS ACT, 1906, 6 Edw. 7, c. 27, ss. 1, 6.

A firm purchased some copra cakes, under a written contract, and sold them to purchasers for use as cattle food. The cattle to which the cakes were given became ill and, on analysis, the cakes were found to contain some poisonous substance. They were, therefore, returned to the plaintiffs, who suffered damages in consequence. In arbitration proceedings the arbitrator held that, as notice of arbitration had not been given within the requisite time, he had no jurisdiction to deal with the case. The plaintiffs then commenced this action, against the firm from which they had purchased the goods, for damages for breach of contract.

Held, that the arbitration was no bar to the action, as the merits of the case had not been considered; that, as the goods sold to the plaintiffs were different from those contracted for, the defendants were not entitled to rely upon a clause in the contract which provided that the goods were not warranted free from latent defects which would not be apparent upon reasonable examination; that the plaintiffs were entitled to recover as damages the damages payable by them to the persons to whom they had sold the cakes; and that the plaintiffs were entitled to the protection of the Fertilisers and Feeding Stuffs Act, 1906.

In July, 1921, the plaintiffs, under a contract in writing, purchased from the defendants one hundred bags of East African copra cake, c.i.f., including war risk, the cakes to be of fair average quality and delivered sound. The plaintiffs received the bags and sold them to a firm, who in their turn sold twenty bags to another firm who manufactured the contents into cattle food, which was sold to a purchaser. The remaining eighty bags were manufactured into cakettes and dairy meal. Some of the food was given to cattle, all of which subsequently became ill. On analysis it was discovered that, by some means or other, a poisonous substance had become mixed with the food. Damages were claimed from the plaintiffs for the injury to the cattle and the food was returned to the plaintiffs. They, in their turn, claimed damages from the defendants. In arbitration proceedings the arbitrator merely found that the claim against the defendants could not be entertained as the plaintiffs had failed to give notice of arbitration within the necessary period. The plaintiffs then commenced this action for damages for breach of contract. On behalf of the defendants it was contended that the arbitration proceedings were a bar to the action. They also relied on a clause in the contract protecting them in respect of latent defects. Reliance was placed by the plaintiffs on the protection of the Fertilisers and Feeding Stuffs Act, 1906. By s. 1 of that statute it is provided: "(3) Where any article is sold under a name or description implying that it is prepared from any particular substance or from any two or more particular substances, or is the product of any particular seed or of any two or more particular seeds, and without indication that it is mixed or compounded with any other substance or seed, there shall be implied a warranty by the seller that it is pure, that is to say, is prepared from that substance or those substances only, or is a product of that seed or those seeds only; (4) On the sale of any article for use as food for cattle or poultry, there shall be an implied warranty by the seller that the article is suitable to be used as such." By s. 6 it is provided: "If any person who sells any article for use . . . as food for cattle . . . commits any of the following offences, namely . . . (*b*) causes or permits any invoice or description of the article sold by him to be false in any material particular to the prejudice of the purchaser; or (*c*) sells for use as food for cattle or poultry any article which contains any ingredient deleterious to cattle or poultry, or to which has been added any ingredient worthless for feeding purposes and not disclosed at the time of the sale; he shall" be liable to the penalties therein mentioned: "Provided that a person shall not be convicted of an offence under paragraph (*b*) of this sub-section if he proves either (i) that he did not know and could not with reasonable care have ascertained, that the invoice or description was false; or (ii) that he purchased the article sold with a written warranty or invoice from a person

in the United Kingdom, and that that warranty or invoice contained the false statement in question, and that he had no reason to believe at the time when he sold the article that the statement was false, and that he sold the article in the state in which it was when he purchased it."

ROCHE, J., in delivering judgment, said that with regard to the defence based on the arbitration clause, the defect did not begin to be discovered until long after the fourteen days within which, according to the rules, notice of arbitration must be given. Nor was it possible for the defect to have been discovered within that period, because the food had not got into circulation during the period. The arbitrator had merely decided on the technical ground that he had no jurisdiction and had refused to deal with the merits of the case. In his lordship's view, while an award in an arbitration was a bar if it actually dealt with the claim either favourably or adversely, in the present case the award did not deal with the merits but only with the jurisdiction of the arbitrator and was no defence. Nor were the defendants protected by a clause in the contract stating that the goods were not warranted free from latent defects, which would not be apparent upon reasonable examination. These goods could not properly be described as copra cake at all, and the term "defect" could not cover a case where the article sold was not the article contracted for. With regard to damages, the plaintiffs were entitled to recover, in addition to the price paid by them, the amount payable by them to the firm who purchased the bags from them. The plaintiffs were also protected by the Fertilisers and Feeding Stuffs Act, 1906, and they were entitled to judgment in their favour.—COUNSEL: *Bevan*, K.C., and *Le Quesne*; *Jowitt*, K.C., and *Somervell*. SOLICITORS: *Gasquet, Metcalfe & Walton*; *Coward and Hawksley, Sons & Chance*.

[Reported by J. L. DENISON, Barrister-at-Law.]

In Parliament.

House of Lords.

19th April. Administration of Justice Bill to amend the law with respect to the jurisdiction and business of the Supreme Court in England, and in respect to the officers and offices thereof, and otherwise with respect to administration of justice in England; introduced by the Lord Chancellor.

Universities of Oxford & Cambridge Bill, Carriage of Goods by Sea Bill, Fees (Increase) Bill, and Army and Air Force (Annual) Bill, read a Second time and committed to a Committee of the Whole House.

24th April. Army and Air Force (Annual) Bill read a Third time.

Discussion of Deportations to Ireland and Newspaper Reports of Divorce Cases.

House of Commons.

Questions.

DECREES NISI.

Mr. FRANK GRAY (Oxford) asked the Attorney-General whether he can inform the House the number of decrees nisi granted during the year 1922, in which the failure to comply with an order for restitution of conjugal rights was one of the grounds; and whether, since all such cases were confined to parties in affluent financial position, he will initiate legislation making this ground available to all or, alternatively, making this particular ground for divorce subject to special supervision and report by the King's Proctor?

The SOLICITOR-GENERAL: I am informed that no separate record exists from which the figures asked for in the first part of the question can be given. The suggestion that procedure for restitution of conjugal rights is confined to parties in affluent circumstances is mistaken. Persons in poor circumstances including, I understand, persons eligible for assistance under the Poor Persons Procedure, are availing themselves now of the grounds of relief to which the question refers. The last part of the question does not, therefore, arise.

Mr. GRAY: Can the record not be obtained easily and published so that we may be able to check the accuracy of these statements?

The SOLICITOR-GENERAL: I am advised not.

JUSTICES OF THE PEACE (CHAIRMEN OF GUARDIANS).

Mr. FOOT (Bodmin) asked the Attorney-General whether he is now in a position to state the decision of the Lord Chancellor upon the proposal that the chairmen of boards of guardians shall be appointed to act as magistrates during their term of office?

The SOLICITOR GENERAL: The Lord Chancellor has given this question his careful consideration and after consultation with the Home Secretary and the Minister of Health it has been decided to take no action.

(18th April.)

Mr. SHORT (Wednesbury) (*by Private Notice*) asked the Minister of Health whether he is yet in a position to give the names of the members of the Committee, which is being appointed to watch the prices of building materials.

Mr. CHAMBERLAIN: Yes, sir. The Committee will be constituted as follows:—

Sir Halford Mackinder, Chairman.
The hon. Member for the Hillsborough Division of Sheffield (Mr. A. V. Alexander).
Sir Theodore Chambers, K.B.E.
Sir Charles T. Ruthen.
Mr. R. Coppock.
Mr. Stephen Easten.
Mr. E. R. Eddison.
Mr. George Hicks.
Mr. J. Stanley Holmes.
Mr. W. T. Lancashire.
Lieut.-Colonel Cecil B. Levita, C.B.E., M.V.O., J.P.
Mr. D. Ronald (Scottish Board of Health).
Mr. J. Walker Smith (Ministry of Health).

ANGLO-GERMAN ARBITRAL TRIBUNAL.

Col. ALEXANDER (Southwark, S.E.) asked the Prime Minister whether, in view of the very large amount involved and the great number of claims still pending, it has yet been possible to arrange for the appointment of additional divisions of the Anglo-German Mixed Arbitral Tribunal; and, if not, whether he can give any indication as to the date by which effect may be given to the earnest wishes of the British commercial community in the near future?

Viscount WOLMER: Active steps are now being taken with a view to setting up an additional division of the Anglo-German Mixed Arbitral Tribunal, and I hope that the arrangements will be completed at an early date.

PROBATION OFFICERS.

Mr. C. WILSON (Sheffield, Attercliffe) asked the Home Secretary as to the number of Courts of Summary Jurisdiction in England and Wales, if he can state in how many of them probation officers have been appointed; whether such officers are male or female, full-time or part-time; and whether their remuneration is provided out of court funds, public funds, or voluntary contribution, and what is the proportion of each?

Mr. BRIDGEMAN: There are 1,042 petty sessional divisions in England and Wales. Of these, 840 have appointed probation officers, but in many cases the same officer acts for several courts. The total number of probation officers is 851, of whom 538 are men and 313 women. Many of these officers do not devote their whole time to probation work in the strict sense, but undertake duties of a similar character connected with the courts or other social work. Probation officers are paid out of local rates, but many of them belong to societies, and their remuneration is supplemented out of voluntary contributions. Information on this subject will be found in the Report of the Departmental Committee on the Training, Appointment and Payment of Probation Officers, which was published last year.

COUNTY COURT OFFICERS.

Mr. WILLEY (Leeds, Central) asked the Financial Secretary to the Treasury when he proposes to introduce the promised legislation dealing with the position of county court officers; whether the Motion will be introduced in this House or in another; and whether its production can be expedited, since re-organisation of the position of county court officers is admittedly long overdue?

Major BOYD-CARPENTER: I hope that it will be possible for this legislation to be introduced at an early date, and I can assure the hon. Member that there will be no avoidable delay in the matter. I am not yet in a position to say whether the Bill will be introduced in this House or in another place.

OXFORD AND CAMBRIDGE UNIVERSITIES (GRANTS).

Mr. WEBB (Durham, Seaham) asked the Chancellor of the Exchequer whether the item of £1,119,000 in the Education Estimates for grants to universities and university colleges, which is the same amount as in the preceding year, is intended to cover the largely-increased grants in contemplation for the Universities of Oxford and Cambridge; and, if so, whether it is to be understood that a further restriction of the grants to other universities and colleges may be expected?

Mr. BALDWIN: The question of additional grants to the Universities of Oxford and Cambridge is still under consideration, and an announcement on the subject will be made in due course. The answer to the second part of the question is in the negative. (19th April).

AGRICULTURAL TRIBUNAL REPORT.

GOVERNMENT DECISIONS.

Major HAY (Norfolk, Southern) (*by Private Notice*) asked the Minister of Agriculture whether he can make any further announcement as to the decision of the Government with regard to the Report of the Agricultural Tribunal.

The MINISTER OF AGRICULTURE (Sir Robert Sanders): In addition to the decisions already announced with regard to local rates, railway rates, and hops, the Government have reached the following decisions with regard to other recommendations of the Report:

Wheat Offals.—The Government do not accept the proposals of the Tribunal.

Malting Barley.—The Government accept the proposal that an Excise Duty at the rate of 10s. a quarter be imposed on imported malting barley to be collected at the brewery, distillery or malthouse with a preference of one-third on barley imported from the Dominions. It was part of the arrangement concluded with the brewing industry before the introduction of the Budget that this should not involve any rise in the price of beer. The Government propose to introduce a Bill dealing with the matter in the course of the present Session.

Potatoes.—The Government are not at present prepared to adopt the proposal of the Tribunal that imports of foreign potatoes be permitted only under general licence of the President of the Board of Trade.

Milk Production.—The Government are in favour of the proposals made in paragraph 33 of the Report, and are considering how the proposed assistance can best be given.

Agricultural Wages.—The Government are not prepared to adopt the proposal for setting up six District Wages Boards. We intend, however, to introduce legislation to make compulsory the registration of agreements arrived at by Conciliation Committees. (20th April.)

Mr JAMES LARKIN.

Major Edmondson (Oxford, Banbury) asked the Home Secretary whether his attention has been called to the fact that the United States authorities intend to deport a person known as Jim Larkin on the grounds that he is an undesirable alien; whether it is the intention of those authorities to deport him to this country; and will he take the necessary steps to see that this person is not allowed to land in this country?

Mr. Bridgeman: I have seen statements to the effect of the first paragraph of the question, but have no information as to their accuracy. Larkin is a British subject, and if he comes to the British Isles, either of his own accord, or on being required to leave the United States of America, he cannot be refused leave to land. (23rd April.)

TITLES (TAXATION.)

Mr. Potts (Barnsley) asked the Chancellor of the Exchequer whether he will undertake to introduce legislation whereby personages enjoying titled names under the present laws of the realm may be called upon to pay a title tax, graduated on the basis of the dignity deemed to be created by the conferment of the title?

Mr. Baldwin: As the hon. Member is no doubt aware, charges by way of fees and stamp duties on a graduated scale, ranging from £270 2s. in the case of a baronet, to £730 2s. in the case of a duke, are now normally imposed on the creation of hereditary honours. The amounts of revenue which would be received from a tax on titled names would not be considerable, and I am not prepared to introduce legislation.

MARSHALL SHIPPING COMPANY, LIMITED (WAR CLAIM).

Mr. Gould (Cardiff, Central) asked the President of the Board of Trade whether his attention has been called to the claim of the Marshall Shipping Company, Limited, against the Board of Trade, in which the company seeks to recover from the Board, as the successors of the Ministry of Shipping, the sum of £20,000 imposed by that Ministry as a condition of granting the company a permit for the sale of the steamship "Holms Island" whether it is with his knowledge that the Board is defending such action; and upon what authority it was decided to impose this charge without the authority of Parliament?

Sir P. Lloyd-Greame: The answers to the first and second parts of this question are in the affirmative. The circumstances in which licences in such cases were imposed are stated in the Memorandum on the War Charges Validity Bill (Cmd 1843). (24th April.)

New Bills.

Capt. Thorpe asked leave to bring in a Bill to facilitate the discharge of the duties of His Majesty's Secretaries of State or other Ministers. The Bill provides, by Clause 1, that—"Where any Member of the House of Lords or of the House of Commons holds office as a Secretary of State or other Minister to His Majesty, in his capacity as Secretary or Minister, and for the effective and proper discharge of his duties as such Secretary or Minister, he may, if he be a Member of the House of Lords, address the Members of the House of Commons in their place and answer therein questions in respect of and concerning the duties of his office; and, similarly, he may, if he be a Member of the House of Commons, so address the Members of the House of Lords and answer in that place all such questions as aforesaid." Leave refused by 244 to 100. (18th April.)

Increase of Rent and Mortgage Interest Restrictions (Continuance) Bill—"to continue the Increase of Rent and Mortgage Interest (Restrictions) Act, 1920, and any enactment amending that Act, until the thirty-first day of July, nineteen hundred and twenty-three": Mr. Neville Chamberlain, on leave given. The Bill consists of only one operative Clause: "The Increase of Rent and Mortgage Interest (Restrictions) Act of 1920 and any enactments amending that Act shall continue in force until the thirty-first day of July, nineteen hundred and twenty-three." [Bill 97.] (19th April.)

Finance Bill—"to grant certain duties of Customs and Inland Revenue (including Excise), to alter other duties, and to amend the Law relating to Customs and Inland Revenue (including Excise), and the National Debt, and to make further provision in connection with finance": Chairman of Ways and Means, Chancellor of the Exchequer, and Major Boyd Carpenter. [Bill 99.]

Medical Herbalists (Registration) Bill—"to provide for the registration of medical herbalists": Lieut.-Commander Kenworthy. [Bill 98.] (23rd April.)

Trusts Bill—"to deal with rings and trusts, with special reference to the building industry": Capt. Wedgwood Benn, on leave given. [Bill 101.] (24th April.)

Resolution.

Resolved, on the motion of Mr. R. Murray—"That, in view of the worsening conditions of middle-class professional workers, and of the advantages resulting from the recognition of the organisations of manual workers and the practice of collective bargaining, this House is of opinion that local authorities, banks, insurance and shipping companies, and other employers of professional and clerical workers should follow the example of the Government in recognising the organisations of these workers." (18th April.)

Legislation in Progress.

20th April. Liquor Traffic Prohibition Bill.—Mr. Scrymgeour moved that the Bill be now read a Second time." Rejected by 236 to 14.

23rd April. Increase of Rent and Mortgage Interest Restrictions (Continuance and Amendment) Bill.—Order for Second Reading read, and discharged. Bill withdrawn.

Merchant Shipping Acts (Amendment) Bill.—Read a Second time, and committed to a Standing Committee.

New Orders.

House of Lords.

PROCEDURE IN APPEALS.

The attention of the Council of The Law Society, it is stated in The Law Society's *Gazette* for April, has been directed to the following passages, containing fresh matter which has recently been incorporated with the "Directions for Agents" applicable to all Appeals presented to the House of Lords:—

Information as to sufficiency of Sureties, etc., to be given to Respondents' Agent.

9. It is the duty of the Solicitor or Agent of the Appellant, on giving the Respondent's Solicitor or Agent notice of the names proposed as Sureties or Substitute, to furnish him with such information as will enable him to ascertain the sufficiency of the proposed Sureties or Substitute: parties to the Appeal cannot be put forward as Sureties to the Bond or Substitute for the Recognizance.

Respondents' Additional Document.

26. * * * * *

The documents in the Appendix in English appeals should be arranged as far as possible in the following order:—

1. Formal documents at commencement of action, *e.g.*, writ of summons, statement of claim, etc.
2. Proceedings in Court of First Instance.
3. Judgment of Court of First Instance. Order of ditto.
4. Notice of Appeal.
5. Judgment of Court of Appeal.
6. Correspondence, etc.: documents referred to: *e.g.*, Acts of Parliament: orders: exhibits.

Form of printed case. Reference to report of Cause below.

29. The Case and Appendix must be printed quarto size, with seven or eight letters down the margin, and the title page of the Appellants' Case must contain, at the top, a reference to the report of the Cause below, or, if it is not reported, the words, "Not Reported" and, in either case, "Catch words" or "Index words," similar to those prefixed to reports of Causes in the Law Reports.

The Appellants' case should contain a paragraph setting forth the dates on which the case was heard, (A) in the Court of First Instance, (B) in the Court of Appeal. The Case and Appendix should be submitted in proof to the Judicial Office.

Taxation of Costs,—see Standing Order No. X and Appendix F.

43. Forms of Bills of Costs relating to Appeal Cases may be obtained at the Judicial Office, House of Lords. Bills of Costs must be lodged in the Parliament Office within three months from the date of the issue of judgment. When an extension of such period is required, a letter should be addressed to the Clerk of the Parliaments, giving reasons why such extension is desired.

Orders in Council.

COUNTY COURT CHANGES.

It is hereby ordered as follows :—

1. The District of the County Court of Lancashire held at Clitheroe except the Parishes detached therefrom by paragraph 2 hereof, shall be consolidated with the District of the County Court of Lancashire held at Blackburn and from the 31st day of May, 1923, the holding of the said Court at Clitheroe shall be discontinued, and all powers and jurisdictions theretofore exercisable thereby shall thenceforth be exercised by the said Court held at Blackburn and the said Court held at Blackburn shall be the Court for the District formed by the said consolidation.

2. The Parishes set out in the first column of the Schedule to this Order shall, save as to any cases pending upon the 31st day of May, 1923, be detached from and cease to form part of the District of the said Court held at Clitheroe and shall be transferred to, and form part of, the Districts set opposite to their names respectively in the second column thereof.

3. In this Order "Parish" shall have the same meaning as in the County Courts (Districts) Order in Council, 1899 (S.R. & O., 1899, No. 178), provided that the boundaries of every Parish mentioned in this Order shall be those constituted and limited at the date of this Order.

4. This Order may be cited as the County Court Districts (Clitheroe) Order in Council, 1923, and shall come into operation on the 1st day of June, 1923, and the County Courts (Districts) Order in Council 1899, as amended shall have effect as further amended by this Order.

Almeric FitzRoy.

SCHEDULE.

First Column. Parishes.	*Second Column. Districts.*
	Lancashire.
Bowland Forest High	Preston.
Bowland Forest Low.	Preston.
Chipping.	Preston.
Leagram.	Preston.
Thorneley with Wheatley.	Preston.
	Yorkshire (West
Easington.	Settle.
Gisburn Forest.	Settle.
Horton.	Settle.
Middop.	Settle.
Newsholme.	Settle.
Paythorne.	Settle.

16th April. [*Gazette*, 24th April.

Home Office.

THE FAIRS ACT, 1871.

THE LOCAL GOVERNMENT ACT, 1894.

CRAWLEY (SUSSEX) FAIRS.

Whereas a representation has been duly made to me, as Secretary of State for the Home Department, by the Rural District Council of Horsham, to the effect that it would be for the convenience and advantage of the public that the Fairs which have been annually held on the 8th May and 9th September at Crawley, in the County of Sussex, should be abolished :

And whereas notice of the said representation, and of the time when I would take the same into consideration, has been duly published, in pursuance of the Fairs Act, 1871 :

And whereas on such representation and consideration it appears to me that it would be for the convenience and advantage of the public that the said Fairs should be abolished :

Now, therefore, I, as Secretary of State for the Home Department, in exercise of the powers vested in me by the Fairs Act, 1871, do hereby order that the Fairs which have been annually held on the 8th May and 9th September at Crawley, in the County of Sussex, shall be abolished.

W. C. Bridgeman.

18th April. [*Gazette*, 20th April.

Board of Trade.

Department for the Administration of Hungarian Property,
Cornwall House,
Stamford Street,
London, S.E.1.

Under and by virtue of the powers conferred upon the Clearing Office and the Administrator by Section 1 (xiv) of the Treaty of Peace (Hungary) Orders, 1921-1923, I hereby prescribe the 30th (thirtieth) day of June, 1923, as the final date by which proofs by British nationals of debts due to them by Hungarian nationals or of pecuniary obligations of the Hungarian Government under Article 231 of the Treaty of Trianon must be made upon the prescribed forms and lodged with the Department for the Administration of Hungarian Property in order to participate in the distribution of the funds in my hands arising out of the liquidation of the property, rights and interests of nationals of the former Kingdom of Hungary transferred to or vested in me under the Treaty of Peace (Hungary) Orders, 1921 to 1923, or any Orders of the Board of Trade made thereunder or received by me from the Hungarian Clearing Office in pursuance of the Convention between His Majesty's Government and the Hungarian Government of the 20th December, 1921, respecting the settlement of Enemy Debts referred to in Section III of Part X of the above-mentioned Treaty or arising out of any other available property.

Provided that in any case where it is proved to the satisfaction of the Administrator that the claimant shall have become aware only at a date subsequent to the 1st June, 1923, of the existence or amount of a claim the Administrator may extend the period for lodging the Proof of Claim with the Department until two calendar months after the claimant shall have become aware of the existence and amount of the claim in question.

E. S. Grey,
Administrator.

7th March, 1923.

I approve.

P. Lloyd-Greame,
President of the Board of Trade.

9th March. [*Gazette*, 24th April.

Society.

Lincoln's Inn.

The Treasurer (Judge Stanger, K.C.) and the Masters of the Bench of Lincoln's Inn entertained at dinner on 24th April, being the Grand Day in Easter Term : The Bishop of Bristol, Lord Carson (Treasurer of the Middle Temple), the Dean of Canterbury, The Hon. Geoffrey Howard, Sir Evelyn Cecil, M.P., Field-Marshal Sir William Robertson, Vice-Admiral Sir Roger Keyes, Major-General Sir Frederick Maurice, Mr. Robert Bridges (Poet-Laureate), the Treasurer of Gray's Inn (Judge Bowen, K.C.), the Master of Balliol (Mr. A. L. Smith), Sir William Augustus Tilden, F.R.S., Sir Humphry Rolleston (President of the Royal College of Physicians), Sir D'Arcy Power, the Provost of University College, London (Sir Gregery Foster), Dr. Alfred J. Butler, and Mr. John Collings Squire. The Benchers present on the occasion included Sir Edward Clarke, K.C., and Viscount Haldane of Cloan.

Company.

The Westminster Bank, Limited.

Westminster Bank, Limited, announce that they have acquired the business of the old established firm of Messrs. Stilwell & Sons, Bankers and Navy Agents, of No. 42, Pall Mall, S.W., and it has been arranged to transfer the business on an early date to Westminster Bank, Haymarket Branch, 26, Haymarket, S.W.

Mr. W. C. Hodgson and Mr. G. H. Stillwell have been appointed Joint Managers and Mr. W. B. Stillwell Assistant Manager.

Law Students' Journal.

The Law Society.

HONOURS EXAMINATION—MARCH, 1923.

The names of the Solicitors to whom the Candidates served under Articles of Clerkship follow the names of the Candidates.

At the Examination for Honours of Candidates for Admission on the Roll of Solicitors of the Supreme Court, the Examination Committee recommended the following as being entitled to Honorary Distinction :—

FIRST CLASS.

(In order of merit).

Agnes Twiston Hughes, B.Sc. London (Mr. John Williams Hughes, of Conway, and Messrs. Gibson & Weldon, of London); and Richard Antrobus Lynex (Mr. Edward Robert Bickley, of the firm of Messrs. Bickley and Lynex, of Birmingham).

Charles Ridings Marshall (Mr. Frank Allen, M.B.E., of Doncaster).

SECOND CLASS.

(In alphabetical order).

Philip Frederick Richard Barrow (Mr. Arthur Barrow, of the firm of Messrs. Needham & Barrow, of London).

Edward Bryan Burstall (Mr. Arthur Bromby Wilson-Barkworth, B.A., LL.D., of Hull).

Thomas Ley Chalton (Mr. Charles Lupton, M.A., of the firms of Messrs. Dibb & Co., and Messrs. Nelson, Eddisons & Lupton, of Leeds).

Daniel Leonard Davies (Sir Walter Powell Nicholas, of the firm of Messrs. Morgan, Bruce & Nicholas, of Pontypridd).

Arthur John Croslegh Hirst (Mr. Arthur Charles Akeroyd, of the firm of Messrs. Hirst, Whitley & Akeroyd, of Halifax).

Cecil Elmore Jones (Mr. Francis Thomas Jones, M.A., of London).

Henry John Wasbrough (Mr. Herbert James Whittell Holt, of the firm of Messrs. Broughton, Holt & Middlemist, of London).

THIRD CLASS.

(In alphabetical order).

Bartlett St. George Bower (Mr. George Walter Bower, of London).

Ivan Felix Brownfield Parker (Sir George Phillips Parker, O.B.E., J.P., of the firm of Messrs. Woodcock, Ryland & Parker, of London).

Cecil John Poley Price (Mr. Samuel Hugh Price, of the firm of Messrs. Samuel Price, Sons & Robertson, of London).

Ivor William Shea (Mr. William Henry Davies, of Cardiff).

Daniel Gethin Williams, B.A. Wales (Mr. Edward Harris, of Swansea).

Keith Alexander Buchanan Wilson (Mr. Alexander Wilson, of the firm of Messrs. Wilson, Cowie & Dillon, of Liverpool).

The Council of the Law Society have accordingly given Class Certificates and awarded the following Prizes:—

To Miss Hughes and Mr. Lynex: Each the Clement's Inn Prize, value about £42.

To Mr. Marshall: The Daniel Reardon Prize, value about £21.

The Council have given Class Certificates to the Candidates in the Second and Third Classes.

Twenty-two Candidates gave notice for Examination.

By Order of the Council,
E. R. COOK,
Secretary.

Law Society's Hall, Chancery-lane, London, W.C.
20th April, 1923.

Calls to the Bar.

The following were called to the Bar on Wednesday:—

Lincoln's Inn.—A. C. Wright; G. F. Dove-Edwin; L. R. C. Cornford, Trin. Coll., Camb., B.A.; V. H. Treatt, B.A., Oxon, B.A. Sydney, N.S.W.; M. G. Hewins, B.A., Oxon; D. W. M. Price, of C.C.C., Oxford, B.A.

Middle Temple.—N. C. Bold Price, Certificate of Honour, Easter Term; J. E. Baker, M.A., LL.B. Cantab.; H. C. Harwood, B.A., Oxon; F. E. Pritchard, LL.B., Liverpool; G. W. James, B.A., Oxon; H. L. Saunders, B.Sc., London, A.M.I.E.E.; H. T. Stables, B.A., Perth, W. Australia, and Oxon; C. C. Fieros; J. F. W. Nicolson, B.A., Oxon; J. R. Noel; P. W. Holm; L. Jellinek, B.A., Oxon, M.C.; A. B. Harvey, B.A., Oxon; D. R. Michener, B.A., Oxon; P. M. Benson; S. B. B. Rhodes, F.R.G.S., Fellow of Madrid University; L. A. McCormack; D. Ll. Powell.

Inner Temple.—P. M. L. Edmunds, B.A., Cantab.; L. Hore-Belisha, M.A., Oxon; A. C. Morgan, B.A., Oxon; L. G. H. Wendt; C. H. Roberts, B.A., Oxon; G. R. D. Shaw, B.A., Cantab.; E. Errington, B.A., Oxon; N. A. J. Cohen, B.A., Oxon; C. P. Harvey, B.A., Oxon; G. E. Cooper; A. W. Lister, B.A., Oxon; M. D. Van Oss, B.A., Oxon; J. L. Didcott, B.A., Oxon; M. L. Vakil.

Gray's Inn.—T. Hacking, M.Sc., Durham Univ.; R. Taylor, Victoria Univ., Manchester; J. Mould, B.Sc., D.Ph., London; J. C. Duggan, B.A., London; J. E. Thomas; H. Russell, Staff Officer, Air Ministry; A. G. P. Johnson, Inspector, Ministry of Health, Insurance Department; W. M. Frazer, M.Sc., M.B., Ch.B., Liverpool; J. M. du Toit, University of Cape of Good Hope; I. D. Evans, M.D., B.Sc., Durham; F. W. Theeman, London Univ.; M. J. I. Herlihy, London Univ.; K. A. Burton, B.A., Worcester Coll., Oxford, Arden Prizeman, Gray's Inn, 1923, a Rhodes Scholar; A. H. Edwards; Van R. H. Van Buren, Stipendiary Magistrate, Trinidad; H. E. Salt, LL.B., Trin. Coll. Camb., Arden Scholar, Gray's Inn, 1922; T. E. Johnston, B.A., LL.B., Trin. Coll., Dublin; G. R. Younger, B.A., B.C.L., McGill University, Montreal; F. W. C. Craig; O. Plunkett, Pembroke Coll., Oxford, a member of the Bar in Ireland; R. T. Cherry, B.A., Dublin, a member of the Bar in Ireland; J. C. R. Lardner, one of his Majesty's Counsel in Ireland; R. A. E. Wood, one of his Majesty's Counsel in Ireland.

The list does not include the names of barristers who apparently will not practise in this country.

In view of the discussions on the immunity from legal liability of State-owned shipping, says *The Times*, under "City Notes" (23rd inst.), it is significant that, on behalf of the American Ambassador, a statement has been issued to the effect that the United States will not claim that ships operated by or on behalf of the United States Shipping Board, when engaged in commercial pursuits, are entitled to immunity from arrest or to other special advantages which are generally accorded to public vessels of a foreign nation. Such ships when so operated will be permitted to be subject to the laws of foreign countries which apply under otherwise like conditions to privately owned merchant ships foreign to such countries. Notice is given, at the same time, that the United States will, however, when occasion arises, continue to ask that foreign courts should recognise the application of s. 7 of the Suits in Admiralty Act, approved 9th March, 1920. This section provides, *inter alia*, that, on the request of the Attorney-General of the United States, a United States Consul may be directed to execute an agreement, undertaking, bond, or stipulation for and on behalf of the United States, or the United States Shipping Board, for the release of any vessel or cargo in respect of which action may have been commenced, to appoint sureties, and to enter the appearance of the United States or the Shipping Board.

Obituary.

Mr. Samuel Garrett.

We regret to record the death, which occurred suddenly last Sunday, of Mr. Samuel Garrett, J.P., Mayor of Aldeburgh, who was for many years senior partner in the firm of Messrs. Parker, Garrett & Co., of St. Michael's Rectory, Cornhill. Mr. Garrett was out walking the previous day at Aldeburgh, apparently in his usual health. Soon after his retirement on Sunday evening, about 11 o'clock, he was seized with sudden illness. Mrs. Garrett, hearing a fall, hurried upstairs, only to find her husband dead.

Born at Aldeburgh, seventy-three years ago, Mr. Garrett was the third son of the late Mr. and Mrs. Newson Garrett, and was a brother of Mrs. Millicent Garrett Fawcett, the widow of Professor Henry Fawcett, the blind professor of Political Economy and Postmaster-General, and of the late Mrs. Elizabeth Garrett Anderson, M.D. He was educated at Rugby under Dr. Temple, and subsequently had a successful career at Cambridge, where he entered Peterhouse, taking his degree as eighth in the first class Classical Tripos, winning the Le Bas Prize for an English essay, and being elected to a Fellowship in 1875.

Mr. Garrett was admitted a solicitor in 1876, and three years later joined the late Sir Henry Parker as a partner. On Sir Henry Parker's death in 1894, Mr. Garrett became senior partner in the firm, which, as is well known, had a large shipping and insurance practice. Mr. Garrett had considerable charm of manner, his opinion was highly valued by business men, and his name was generally recognised as standing for what was best in legal practice in the City of London. In 1907 he became a member of the Council of the Law Society, and in 1910 read at the Provincial Meeting at Bristol a paper on the Codification of English Law. In 1917-18 he filled the office of President of the Society, choosing for his Presidential address, the subject of a Ministry of Justice. He was appointed to the Lord Chancellor's Committees on British and Foreign Legal Procedure in 1918, and on the Public Trustee's Office in 1919. In the latter case he submitted a dissentient report, in which radical changes in the organization of the office were recommended.

On his retirement from practice as a solicitor, in 1921, Mr. Garrett was elected an honorary member of Lloyd's, and the same evening a dinner in his honour was given at Claridge's Hotel. Mr. Sidney Boulton, the then Chairman of Lloyd's, presided over a large gathering of members of Lloyd's and others connected with the business of marine insurance, and Mr. Garrett was presented with a souvenir of his election in the form of an inscription on vellum, stating that the election was "in appreciation of his sound judgment, based upon a wide knowledge of commercial law, which has been of outstanding service to the underwriting community." In expressing his appreciation of the honour, Mr. Garrett, said: "If the choice had been given of selecting the form which I should prefer recognition of my work in the City to take, I could have thought of nothing that would have given me such gratification as that of the offer made me of honorary membership of Lloyd's." It was mentioned on that occasion by Mr. Boulton that during the previous 100 years there had been only thirteen gentlemen elected honorary members of Lloyd's, and of these six had been solicitors. Of the two elected since Mr. Boulton spoke, one is also a solicitor, Sir William Walton. Mr. Garrett was also elected an honorary member of the Institute of London Underwriters and the Association of Average Adjusters.

Although he severed his partnership with the firm, Mr. Garrett did not relinquish all connection with legal work. He continued to be consulted in important arbitration matters, some of which he undertook at the City office and some at Aldeburgh.

In his native borough, in spite of advanced years, he took an active part in the public life of the town, and last November he was elected Mayor, an office which had previously been filled by his father and by his sister Mrs. Garrett Anderson. He interested himself in many ways in the welfare of the town and particularly in the providing of a new recreation ground, which has been fitly named the "Mayor's Sports Field."

Mr. Garrett married in 1882 Clara, daughter of Colonel Thornbury, Bombay Army, and he had three sons and one daughter. One of his sons, Mr. Henry Fawcett Garrett, was killed in action in August, 1915. Another son, Mr. Douglas Garrett, is a partner in the firm.

A memorial service will be held at St. Michael's, Cornhill, at noon next Tuesday.

Legal News.

Information Required.

Information is required as to the whereabouts of **Edward Henry Huggett Weston,** formerly of "Ballingdon," Sudbury, Suffolk, who left England nearly forty years ago, but heard of in 1902 at 448, Mott Avenue, New York. He was last heard of in October, 1907, at 824, Flatbush Avenue, Flatbush, Long Island, U.S.A. If Mr. Weston, or, if dead, his next-of-kin will communicate with Frederick John Argles, Solicitor, 12, Mill-street, Maidstone, Kent, England, he or they will hear of something to his or their advantage.

Appointment.

Lieutenant-Colonel H. H. SPENDER-CLAY, M.P., has been appointed to be a Charity Commissioner in the room of Mr. Godfrey Locker-Lampson, M.P., appointed Parliamentary Under-Secretary to the Home Office. Colonel Spender-Clay has been M.P. for Tonbridge since 1910. He was in the 2nd Life Guards from 1896-1902, and served in the South African War. He rejoined on the outbreak of the European War.

Dissolutions.

RICHD. JENKINS, CHARLES BEVAN JENKINS and LIONEL ROBERT LLOYD, Solicitors, in the town of Swansea and at Pontardawe, in the county of Glamorgan, 31st day of March, 1923. The practice will in future be carried on by the said Lionel Robert Lloyd. [*Gazette*, 20th April.

SAMUEL BRIGHT WILLIAMS and HENRY MUSKER, Solicitors (Williams and Musker), Lloyds Bank Chambers, Broadstairs, Kent, 21st day of April, 1923. The said Henry Musker will continue the business in his own name at the same address. [*Gazette*, 24th April.

General.

At a meeting of the Council of the Magistrates' Association on 20th inst., Sir Robert Wallace, K.C., Chairman of the County of London Sessions, was appointed chairman of the Association in succession to Mr. Collingwood Hope, K.C., Chairman of the Essex Quarter Sessions.

Lady Queensberry, of Lower Belgrave-street, Westminster, was fined £2 at Marlborough-street Police Court on 23rd inst., for exceeding the motor speed limit of twenty miles an hour in Hyde Park on 27th March. Police-sergeant Reid said that the speed of the car was over thirty miles an hour.

Sir Henry Paget-Cooke, of 25, Orsett-terrace, Hyde Park, W., solicitor, acting for the Princess Beatrice as Governor of the Isle of Wight, and to the Central Liberal Association, who had been concerned in the conduct of several election petitions, and who died on 7th March, aged 61, left estate of the gross value of £23,133, with net personalty £5,434. The testator left £300 to each of his business executors, and all other his property to his wife absolutely.

A Reuter's message from Philadelphia of 16th April, says a banker named Henry Brock was sentenced to an indeterminate period of six to ten years' imprisonment for killing two women and a boy, whom he knocked down with a motor car. Evidence was given that Brock had drunk six bottles of ale before the tragedy, and he told the court that he did not remember anything afterwards. Brock, who is a well-known clubman, received his sentence with fortitude.

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	Emergency Rota.	Appeal Court No. 1.	Mr. Justice Eve.	Mr. Justice Romer.
Monday ..April 30	Mr. Moore	Mr. Hicks Beach	Mr. Bloxam	Mr. Hicks Beach
Tuesday ..May 1	Jolly	Bloxam	Hicks Beach	Bloxam
Wednesday .. 2	Garrett	More	Bloxam	Hicks Beach
Thursday 3	Synge	Jolly	Hicks Beach	Bloxam
Friday 4	Hicks Beach	Garrett	Bloxam	Hicks Beach
Saturday 5	Bloxam	Synge	Hicks Beach	Bloxam

Date.	Mr. Justice Sargant.	Mr. Justice Russell.	Mr. Justice Astbury.	Mr. Justice P. O. Lawrence.
Monday ..April 30	Mr. More	Mr. Jolly	Mr. Garrett	Mr. Synge
Tuesday ..May 1	Jolly	More	Synge	Garrett
Wednesday .. 2	More	Jolly	Garrett	Synge
Thursday ... 3	Jolly	More	Synge	Garrett
Friday 4	More	Jolly	Garrett	Synge
aturday 5	Jolly	More	Synge	Garrett

Winding-up Notices.

JOINT STOCK COMPANIES.
LIMITED IN CHANCERY.
CREDITORS MUST SEND IN THEIR CLAIMS TO THE LIQUIDATOR AS NAMED ON OR BEFORE THE DATE MENTIONED.

London Gazette.—TUESDAY, April 17.

MISS PARR LTD. May 5. James E. Goodland, 7, Hammet-st., Taunton.
HARRISON GRAIN DRYERS LTD. May 22. Roy Hobkirk, 16, Kennedy-st., Manchester.
E. C. BARLOW & SONS LTD. April 28. Ernest S. Howard, 26, Budge-row, E.C.4.
BRECK SUPER CINEMA (LIVERPOOL) LTD. May 4. Charles A. Neal, 7, Tithebarn-st., Liverpool.
GRAND GARAGES LTD. May 19. Frederick Holliday, Pearl Chambers, East Parade, Leeds.
MAURICE RHODES & SONS LTD. June 1. Alfred Dobson, Post Office House, Leeds,
TURRELL, SONS & THOMAS LTD. May 18. Cyril F. Bird, 37, Great James-st., W.C.1.
E. C. AVERY & Co. LTD. May 25. James J. Ure, 59/61, New Oxford-st., W.C.1.
TURNBULL & WOOD LTD. April 30. Henry A. Sisson, 13, Grey-st., Newcastle-upon-Tyne.
WEAR & BURROWS LTD. May 30. Bert Mortimer, 32/34, Cookridge-st., Leeds.
J. C. JONES LTD. May 1. Henry H. Smith, Fairfield House, Staincliffe-rd., Dewsbury.
LIVERPOOL CARRIAGE CO. LTD. May 23. Roger P. Sing, 26, Exchange-st. East, Liverpool.

London Gazette.—FRIDAY, April 20.

BEACON COLLIERIES LTD. May 31. Percival Parker, 18, Winckley-st., Preston.
THOMAS FURLEY & CO. LTD. June 1. Alfred E. Roe, 18, Low-pavement, Nottingham.
COUNTY FILM CO. LTD. June 2. Ernest A. Baker, 9, Limes-rd., Folkestone.
NEW ROVER CYCLE CO. LTD. June 12. Lionel F. Foster, 115, Colmore-row, Birmingham.
SUPER COMPO-FLOORING LTD. May 19. Harold W. Batty, 146, Bishopsgate, E.C.2.

London Gazette.—TUESDAY, April 24.

CONSTANTINE, DONKING & LEES LTD. June 2. A. W. Gow, Royal Exchange, Middlesbrough.
CONSTANTINE & DONKING STEAMSHIP CO. LTD. June 2. A. W. Gow, Royal Exchange, Middlesbrough.
"WOOD" LINE LTD. June 2. A. W. Gow, Royal Exchange, Middlesbrough.
THEO SLATER (INDIGO CLOTHS) LTD. May 9. John Henry Eastwood, Crown Buildings, Scott-st., Keighley.
METEOR INSURANCE CO. LTD. June 2. A. W. Gow, Royal Exchange, Middlesbrough.
DUROLINE MANUFACTURING CO. LTD. May 31. Frederick S. Salaman, 1-2, Bucklersbury, E.C.4.
KALAKOSA CO. LTD. May 7. Mark E. Duffett, c/o Botterell and Roche, 24, St. Mary Axe, E.C.3.

Resolutions for Winding-up Voluntarily.

London Gazette.—TUESDAY, April 17.

The Elvington Poultry Farm Ltd.
Breck Super Cinema (Liverpool) Ltd.
E. Wordsworth Ltd.
Girl Guides Incorporated
The Anglo-Liberian Syndicate Ltd.
Consignments Ltd.
Worksop Master Builders' Supply Co. Ltd.
George Pallister & Sons Ltd.
Thomas Cooke & Sons Ltd.
W. Ruckwood & Co. Ltd.
E. C. Avery & Co. Ltd.
Knave of Diamonds Ltd.
Stevens Supply Co. Ltd.
Orleans Mill Co. Ltd.
Greens Transport & Furnishing Co. Ltd.
James Tomlinson & Sons Ltd.
Rubanier & Co. Ltd.
Mansfield Engineering Co Ltd.
Textiles Distributing Co. Ltd.
East Dereham Corn Exchange Co. Ltd.
Bedford & Partners Ltd.
Blackwood & Co. Ltd.
The Torbay Fish & Fruit Supply Co. Ltd.
Liverpool Carriage Co. Ltd.
Johanson Limnell & Co. Ltd.
Matthews & Sons Central Garage Ltd.

London Gazette.—FRIDAY, April 20.

Meyer & Co. (Successors) Ltd.
Gordon Boggon Publicity Ltd.
Assington Agricultural Association Ltd.
Parry's Ironmongery Ltd.
Birmingham Engineering Co. Ltd.
Magnus Volk Ltd.
The District Advance Co. Ltd.
A. J. Stephenson Ltd.
Club Photographer Ltd.
Turnbull & Wood Ltd.
Danbury Hall Ltd.
H. Pentony & Co. Ltd.
Radcliffe, Gordon & Co. Ltd.
Henry Wilson (Barnoldswick) Ltd.
E. Ward & Co. Ltd.
Frank & Whale Ltd.
Fertilisers (Manchester) Ltd.
D. Handman Ltd.
British Griffin Chilled Iron & Steel Co. Ltd.
Thompsons & Culshaw Ltd.
The Central Catering Co. Ltd.
Comrades of the Great War (South Hetton Branch) Social Club and Institute Ltd.

London Gazette.—TUESDAY April 24.

The Baltic Development Syndicate Ltd.
The Airspray Smokeless Combustion Co. Ltd.
Stockinette Fabrics Ltd.
Loubet & Co. Ltd.
Industrial Publications Ltd.
John Robinson (Liverpool) Ltd.
Rolitic Patents Ltd.
The Harthill Colliery Co. Ltd.
Co-Operative Canadian Investments Syndicate Ltd.
Newcastle-on-Tyne United Ex-Service Men's Club and Institute Ltd.
Allen, Adams & Co. Ltd.
Eastern Counties Motor Transport Co. Ltd.
Joseph Owen & Sons Ltd.
Cromer Central Garage Co. Ltd.
Stocker & Berrick Ltd.
Aspley Dyeing Co. Ltd.
Cockermouth Conservative Property Association Ltd.
Charles Brady & Co. Ltd.
Harlesden Palace Ltd.
T. Fietta & Co. Ltd.
Basil S. Foster Ltd.

Bankruptcy Notices.

RECEIVING ORDERS.

London Gazette.—TUESDAY, April 17.

ALLEN, A. & SON, New Union-st., E.C. High Court. Pet. March 12. Ord. April 11.
ALLEN, WILLIAM H., Birmingham, Electro-Plate Manufacturer. Birmingham. Pet. April 12. Ord. April 12.
ANGEL, ABRAHAM, Bournemouth. Poole. Pet. April 13. Ord. April 13.
AUERBACH, SAM, Shoreditch, Woollen Merchant. High Court. Pet. March 22. Ord. April 13.
BAKER, FRANCIS J., Pontypridd, Butcher. Pontypridd. Pet. April 9. Ord. April 9.
BENSON, ANDREW, Bentley, near Doncaster, Fruiterer. Sheffield. Pet. April 12. Ord. April 12.
BLANCHFIELD, THOMAS T., Fairfield, Liverpool, Clerk. Liverpool. Pet. March 28. Ord. April 13.
BLUM, JACK, Leeds, Trimming Merchant. Leeds. Pet. March 23. Ord. April 13.
CHARLOTTE SHOE CO., Charlotte-st., Boot and Shoe Retailers. High Court. Pet. March 14. Ord. April 13.
CLAMP, WILLACE G. G., Quorn, Leicester, Grocer. Leicester. Pet. April 13. Ord. April 13.
CLARK, JOSEPH T., Nelson, Lancs., Saddle and Harness Maker. Burnley. Pet. April 13. Ord. April 13.
J. T. CLARK & CO., Sheffield, Grindstone Merchants. Sheffield. Pet. April 10. Ord. April 11.
COHEN, SAMUEL, Birmingham, Dairyman. Birmingham. Pet. March 28. Ord. April 12.
COLE, ERNEST C., Summertown, Oxford. Oxford. Pet. March 26. Ord. April 14.
DAVIDSON, ISAAC, Weymouth-st. High Court. Pet. March 13. Ord. April 13.
FAULKNER, MAUD C., Stafford. Stafford. Pet. April 13. Ord. April 13.
GRAINGER, BERTRAM N., Connaught-sq., W., Nerve Specialist. High Court. Pet. March 9. Ord. April 11.
HENSON, JOSEPH R., Herne Bay, Builder. Canterbury. Pet. March 24. Ord April 14.
HODGES, CHARLES, Kempley, Glos., Farmer. Gloucester. Pet. April 12. Ord. April 12.
HUNT, EDWARD S., Calne, Wilts, Licensed Victualler. Swindon. Pet. April 12. Ord. April 12.
IDLE, CHARLES E., Aylesbury, Insurance Agent. Aylesbury. Pet. March 28. Ord. April 13.
KERCH, LAWRENCE W., Bedford, Butcher. Bedford. Pet. April 14. Ord. April 14.
LARDER, FREDERICK, Frome St. Quinton, Dairy Manager. Dorchester. Pet. April 11. Ord. April 11.
MEARS, WILLIAM J., Southend-on-Sea, Grocer. Chelmsford. Pet. April 11. Ord. April 11.
MORRIS, MAYNARD R., Willesden Green, Hardware Merchant. High Court. Pet. March 14. Ord. April 11.
MULLER, HARRY, Buxton, Boarding-house Keeper. Stockport. Pet. March 16. Ord. April 13.
NATHAN, JOSEPH, Balham, Merchant. Wandsworth Pet. March 6. Ord. April 12.
PARKIN, IDA M., Sheffield, Milliner. Sheffield. Pet. April 11. Ord. April 11.
PATRICK, HAROLD E., Pipe-cum-Lyde, Hereford, Farmer. Hereford. Pet. April 12. Ord. April 12.
PETTIFT, WILLIAM A., Paignton. Plymouth. Pet. April 13. Ord. April 13.
PLACE, ELIZABETH M., Mansfield, Boot Dealer and Repairer. Nottingham. Pet. April 14. Ord. April 14.
RAYHILL, JOHN A., Streatham. Wandsworth. Pet. March 12. Ord. April 12.
ROWLANDS, WILLIAM E., Swansea, Wholesale Fruit Merchant. Swansea. Pet. March 27. Ord. April 13.
SARGENT, CHARLES A., Great Grimsby, Mate of a Steam Trawler. Great Grimsby. Pet. April 12. Ord. April 12.
SLATER, ERNEST E., Great Grimsby, Grocer. Great Grimsby. Pet. April 13. Ord. April 13.
SISSON, BERNARD H., Hendon. Barnet. Pet. Dec. 13. Ord. April 12.
STEPHENS, ARTHUR E., and STEPHENS, THOMAS, Brixton-rd., Importers and Agents of Fancy Goods, China and Glassware. High Court. Pet. March 19. Ord. April 12.
STOMM, PAUL W. J. A., Harrow-on-the-Hill. St. Albans. Pet. Dec. 16. Ord. April 10.
STOUT, GEORGE H., Bow, China and Earthenware Merchant. High Court. Pet. Feb. 26. Ord. April 12.
WALTERS, W. N., Finchley-rd., Company Director. High Court. Pet. Jan. 26. Ord. April 12.
WALTON, JOHN K., Burnley, Cotton Manufacturer. Burnley. Pet. April 12. Ord. April 12.
WHEATLEY, A. E., Piccadilly. High Court. Pet. March 12. Ord. April 12.
WILKINSON, FEASTER C., Cheltenham, Motor Mechanic. Cheltenham. Pet. April 12. Ord. April 12.
WOMERSLEY, CHARLES, Bradford, Stuff Merchant. Bradford. Pet. Feb. 27. Ord. April 12.

London Gazette.—FRIDAY, April 20.

ADAMS, EDWARD T. J., New Tredegar, Coal Merchant. Tredegar. Pet. April 13. Ord. April 13.
ATKINSON, JOHN F., Essex-st., Strand, Publisher. High Court. Pet. March 12. Ord. April 17.
BROWN, GEORGE, Kingston-upon-Hull, Tailor. Kingston-upon-Hull. Pet. April 17. Ord. April 17.
CHAPMAN, RICHARD, Hanworth, Norfolk, Builder. Norwich. Pet. April 17. Ord. April 17.
COE, WILLIAM W., (Junior), Holborn, E.C., Chemical Manufacturer. High Court. Pet. March 21. Ord. April 16.
COLEMAN, THOMAS, Upper Billesley, near Stratford-on-Avon, Commission Agent. Warwick. Pet. April 16. Ord. April 16.
COMLEY, FREDERICK, Oldham, Iron and Steel Merchant. Oldham. Pet. April 14. Ord. April 14.
COTTON, JOHN E., Bradford, Iron Turner. Bradford. Pet. April 17. Ord. April 17.
CRAVEN, EDWARD, St. James-st. High Court. Pet. Feb. 7. Ord. April 16.
DANIELS, ROBERT B., Hoole, near Chester, Stationer. Chester. Pet. April 17. Ord. April 17.
DAVIES, DANIEL, Merthyr Tydfil, Draper. Merthyr Tydfil. Pet. April 17. Ord. April 17.
DREW, HARRIE A. C., Herne Hill, Tailor's Cutter. High Court. Pet. Jan 26. Ord. April 16.
EDMONDSON, ENOS, Kingston-upon-Hull, Mate on Steam Trawler. Kingston-upon-Hull. Pet. April 16. Ord. April 16.
ELIMORE, JOHN J., Caistor, Lincs., Rabbit Dealer. Lincoln. Pet. April 17. Ord. April 17.
FALDER, HERBERT W., Beaconsfield, Bucks, Ladies' Outfitter. Aylesbury. Pet. Feb. 19. Ord. April 6.
FORBES, HAROLD R., Leigh-on-Sea, Tile Merchant. Chelmsford. Pet. April 16. Ord. April 16.
FRIEDBERG, FERD, Margaret-st., W., Furrier. High Court. Pet. April 18. Ord. April 18.

GARDNER, JOHN E., Llanfair Caereinion, Montgomery, Licensed Victualler. Newtown. Pet. April 13. Ord. April 13.
HOWARD, JOHN R., Bath, Builder. Bath. Pet. April 14. Ord. April 14.
JEAVONS, ISAAC, Rhyl, Traveller. Bangor. Pet. March 29. Ord. April 17.
JENKINS, SETH, Port Talbot, Colliery Fireman, Neath. Pet. April 14. Ord. April 14.
JOHNSON, THOMAS, Barnoldswick, Yorks, Yarn Salesman. Bradford. Pet. April 18. Ord. April 18.
MARSTON, ERNEST C., Liverpool, Shipping Agent. Liverpool. Pet. March 27. Ord. April 16.
MCKERROW, JOHN, Carroun-rd., Fentiman-rd., Chromo Lithographer. High Court. Pet. April 13. Ord. April 13.
MCMAHON, HILDA, Halifax. Halifax. Pet. April 17. Ord. April 17.
MILLER, H., Hessel-st., Commercial-rd., Egg Importer. High Court. Pet. March 29. Ord. April 18.
MOORHOUSE, RALPH, York, Tinner. York. Pet. April 14. Ord. April 14.
MORRIS, SAMSON, Malvern Link, General Dealer. Worcester. Pet. April 16. Ord. April 16.
NEEDHAM, SAMUEL E., Wallsend, Electrical Engineer. Newcastle-upon-Tyne. Pet. April 14. Ord. April 14.
NICHOLLS, ARTHUR C., Hammersmith, Stationer and Newsagent. High Court. Pet. April 17. Ord. April 17.
PECK, ROBERT H., Birmingham, Hot Water Engineer. Birmingham. Pet. April 16. Ord. April 16.
RILEY, MARGARET A., Heywood, Draper. Bolton. Pet. April 9. Ord. April 9.
RODGERS, FRANK E., Pall Mall. Barnet. Pet. March 17. Ord. April 12.
ROWLATT, WILLIAM E., Ryhall, near Stamford, Farmer. Peterborough. Pet. April 14. Ord. April 14.
SHAMMON, WILLIAM N., Jermyn-st. High Court. Pet. Jan. 24. Ord. April 12.
SOUTHWORTH, FRANK, Ewood, Blackburn, Hardware Dealer. Blackburn. Pet. April 14. Ord. April 14.
STEPHENSON, HARRY, Bolton, Labourer. Bolton. Pet. April 12. Ord. April 12.
SUTTON, WALTER, Swanley, Kent, Farmer. Rochester. Pet. April 16. Ord. April 16.
TAYLOR, WILLIAM, Macclesfield, Motor Dealer. Macclesfield. Pet. April 14. Ord. April 14.
THOMAS, THOMAS, Rhymney, Mon., Licensed Victualler. Tredegar. Pet. April 11. Ord. April 11.
WATTS, ARTHUR E., Maidstone, Solicitor. Canterbury. Pet. April 10. Ord. April 16.
WILSON, ANDREW, Howden, Yorks., Electrician. Kingston-upon-Hull. Pet. April 17. Ord. April 17.
YOUNG, FREDERICK R., Pembury, Kent, Baker. Tunbridge Wells. Pet. April 16. Ord. April 16.
Amended Notice substituted for that published in the *London Gazette of December* 29, 1922.
AMOR, AHMED, BENGELUN, MOHAMED BEN BENASSER, BENGELUN, MOHAMED BEN ABDESLAM, and BENGELUN, HADJ BARNOUSI, Manchester, and Fez, Morocco, Shipping Merchants. Manchester. Pet. Dec. 8. Ord. Dec. 22.

London Gazette.—TUESDAY, April 24.

ALLEN, ARTHUR, New Basford, Nottingham, Furniture Manufacturer. Nottingham. Pet. April 19. Ord. April 19.
ALLEN, FREDERICK, Delabole, Cornwall, Licensed Victualler. Truro. Pet. April 4. Ord. April 19.
AVON, ALEXANDER G. V., Cardiff, Coal Merchant. Cardiff. Pet. April 19. Ord. April 19.
BERESFORD, HENRY E., Chesterfield, Confectioner. Chesterfield. Pet. April 20. Ord. April 20.
BRACEY, WALTER J., Bristol, Corn Dealer. Bristol. Pet. April 5. Ord. April 20.
BURGESS, WILLIAM C. P. W., and MONTAGUE, WILLIAM, Carshalton, Surrey. Croydon. Pet. April 20. Ord. April 20.
BUTTERWORTH, JOHN E., Oldham, Yarn Merchant. Oldham. Pet. April 20. Ord. April 20.
HALLIWELL, MARY E., Preston, Ladies' Outfitter. Preston. Pet. April 19. Ord. April 19.
HAMER, MARY H., Bolton. Bolton. Pet. March 28. Ord. April 18.
HARRIS, FRANK J., Gillingham, Dorset, Builder. Salisbury. Pet. April 19. Ord. April 19.
HATHAWAY, EVAN, Monmouth, Smallholder. Newport (Mon.). Pet. April 19. Ord. April 19.
HAWKINGS, FREDERICK J., Bishop's Lydeard, Somerset, Hairdresser. Taunton. Pet. April 21. Ord. April 21.
HENSHER, THOMAS R., Redcar, Confectioner. Middlesbrough. Pet. April 19. Ord. April 19.
HOWARD, MARK, Cleethorpes, Skipper. Great Grimsby. Pet. April 19. Ord. April 19.
HUGHES, RICHARD A., Croydon, Pianoforte Tuner. Croydon. Pet. April 20. Ord. April 20.
IVESON, ANN, Blackburn, Washing Machine Manufacturer. Blackburn. Pet. April 21. Ord. April 21.
LEYS, FRANK B., Highgate, Manufacturer. Birmingham. Pet. April 20. Ord. April 20.
LLOYD, GEORGE H. J., Gillingham, Dorset, Farmer. Salisbury. Pet. April 20. Ord. April 20.
MANDEVILLE, EDWIN, Queen's Gate-terrace, Journalist. High Court. Pet. April 20. Ord. April 20.
MARNER, FRED, Oldham, Wholesale Confectioner. Oldham. Pet. April 10. Ord. April 20.
MASON, WALTER J., Wrexham, Licensed Victualler. Wrexham. Pet. April 17. Ord. April 17.
MILLER, SEYMOUR, Clapton, Physician. High Court. Pet. Feb. 23. Ord. April 18.
MOORE, ABEL J., Ilchester, Farmer. Yeovil. Pet. March 21. Ord. April 20.
MORTIMER, GEORGE H., Holland Park. High Court. Pet. March 16. Ord. April 18.
NOEL, HARRY E., Tooting Bec Common, Commission Agent. Wandsworth. Pet. March 16. Ord. April 19.
O'CONNELL, HENRY, Tottenham. Edmonton. Pet. Oct. 23. Ord. April 18.
PARKIN, ROBERT F., and ROBERTS, HAROLD F., Nottingham, Builders and Shop Fitters. Nottingham. Pet. April 21. Ord. April 21.

PITCHER, SUSAN, and PITCHER, ALICE S., Tamworth, Grocers. Birmingham. Pet. April 18. Ord. April 18.
PRIOR, WILLIAM H., Cardiff, Greengrocer. Cardiff. Pet. April 20. Ord. April 20.
PRYSE, Sir LEWIS T. L., Bart., Sussex-place. High Court. Pet. Dec. 29. Ord. April 10.
REDGRAVE, WILLIAM, Farnworth, Lancs., Surgical Boot Maker. Bolton. Pet. April 18. Ord. April 18.
ROBINSON, WILLIAM W., Leytonstone, Coal Merchant. High Court. Pet. March 20. Ord. April 19.
RODGERS, JAMES, Golborne, Lancs., Wholesale Egg and Provision Merchant, Bolton. Pet. April 19. Ord. April 19.
SAUNDERS, ALBERT G., Lowestoft, Boot Dealer. Great Yarmouth. Pet. April 21. Ord. April 21.
SAYERS, FRANK H., Great Yarmouth. Great Yarmouth. Pet. April 20. Ord. April 20.
SILVER, EDWARD, Stoke Newington, Greengrocer. High Court. Pet. April 19. Ord. April 19.
SOLK, ELLIS, Keighley, Fancy Draper and Furrier. Bradford. Pet. March 12. Ord. April 20.
SOMERS & Co., H. A., Fore-st., Cloth Merchants. High Court. Pet. March 22. Ord. April 18.
STEEL, JOHN, GAUKROGER, JAMES H., and STEEL, JOHN, Junior, Wolverhampton, Builders and Contractors. Wolverhampton. Pet. April 20. Ord. April 20.
SWALES, JOHN E., Scarborough, Salesman. Scarborough. Pet. April 20. Ord. April 20.
TENBOSCH, LYMAN, Moreton-terr., S.W. High Court. Pet. Feb. 17. Ord. April 19.
THOMAS, J. GWYNNE, Llandilo, Baker. Carmarthen. Pet. March 16. Ord. April 20.
TINKLER, THOMAS, Stokesley, Yorks., Licensed Victualler. Stockton-on-Tees. Pet. April 18. Ord. April 18.
VIVIAN, VIVIAN, Whitehall, Theatrical Manager. High Court. Pet. Feb. 21. Ord. April 19.
WALTERS, JOHN, Retford, Greengrocer. Lincoln. Pet. March 6. Ord. April 17.
WESTMORELAND, ARTHUR, Wakefield, Coal Merchant. Wakefield. Pet. April 10. Ord. April 20.
WILLIAMS, GOMER, Morriston, Swansea, Haulage Contractor. Swansea. Pet. April 20. Ord. April 20.
WINSCOMBE, J. CAVE, Alphington, near Exeter. Exeter. Pet. March 19. Ord. April 20.
WOOD, JOHN, and JAMES, FRANK, Manchester, Glass Manufacturers. Manchester. Pet. April 21. Ord. April 21.
WOOD, ROBERT, Ludworth, Derby. Ashton-under-Lyne. Pet. April 20. Ord. April 20.
YOUNG, JAMES A., Bolton, Grease Manufacturer. Bolton. Pet. April 18. Ord. April 18.
ZACKS, SOLOMON, Hoxton, Cabinet Maker. High Court. Pet. April 19. Ord. April 19.
ZOROKOVITCH, HARRIS, Plumstead, Boot Repairer's Manager. Greenwich. Pet. April 18. Ord. April 18.
Amended Notice is substituted for that published in the *London Gazette of March* 9:—
WILHELM, REINHOLD, Lee Green, Kent, Glass Manufacturer. Greenwich. Pet. Jan. 12. Ord. March 6.